

# **Actors' Equity Association**

## **AGREEMENT AND RULES GOVERNING EMPLOYMENT IN CHICAGO AREA THEATRES (CAT)**

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**AGREEMENT AND RULES GOVERNING EMPLOYMENT  
IN CHICAGO AREA THEATRES (hereinafter the "CAT Contract" or the "Agreement")**

**Preamble.**

It is the essence of this Agreement that the Producers Association of Chicago Area Theatres (hereinafter "PACT") and Actors' Equity Association (hereinafter "Equity", "AEA", or "Actors' Equity") seek the best possible environment for the creative work of the Actor, for the growth, development and long-term survival of the theatres within the Chicago area community, and for the exercise of the theatre artist's craft within that community.

It is the essence of this Agreement that, in deed and action, a humanitarian spirit shall bind all parties of this Agreement. Conduct that in any way deprecates the individual is to be considered reprehensible, and those exhibiting such behavior shall be subject to the disciplinary action of their member organization. Equity and PACT acknowledge their individual and collective responsibilities to advocate and promote behavioral conduct that is responsible, non-abusive, and tolerant of the individuality of those working under this Agreement.

AGREEMENT made between Equity and PACT.

**Recognition.**

The Producer agrees to recognize Actors' Equity Association as the exclusive bargaining representative of all the Actors (Principals, Chorus, Stage Managers, Assistant Stage Managers, Understudies and Extras) employed by the Producer for the purposes of collective bargaining and the administration of matters within the scope of this Agreement.

Actors' Equity Association agrees to recognize PACT as the bargaining representative of its member theatres for the purpose of collective bargaining and the administration of matters within the scope of this Agreement.

**RULE 1: ACTORS' FUND/SEASON OF CONCERN.**

During the course of this Agreement each theatre operating under the terms of this Agreement shall do the following:

- (A) Designate one performance as a benefit for The Actors' Fund of America ("The Actors' Fund") or Season of Concern. The Actor shall perform at said benefit(s) without additional compensation provided that the Actor receives no less than 14 days' notice of the intended benefit performance. The Producer agrees to properly advertise said benefit(s) and, after deducting the actual expenses thereof, to turn over the net proceeds to The Actors' Fund or Season of Concern; or
- (B) Each theatre shall permit either The Actors' Fund or Season of Concern to solicit members of the audience for contributions at least once each year, preferably during the week in which World AIDS Day falls, utilizing the Actors currently employed at the theatre. No Actor who objects shall be required to assist in this project. All funds raised through this or any other audience solicitation shall be promptly deposited with The Actors' Fund or Season of Concern. Determination of the beneficiary shall be made by the theatre in consultation with the Actors and shall be known prior to the solicitation.

**RULE 2: ACTOR'S OBLIGATION TO EQUITY.**

- (A) Nothing contained in any employment contract signed by any Actor shall provide for or be construed as a provision to prevent or interfere with an Actor fulfilling any and all obligations that said Actor might owe to Equity. The Producer shall not request or require any Actor to do any act or thing forbidden by the Constitution and By-laws of Equity, the rules or orders of the Council of

Equity, or the orders of its authorized executives but shall require the Actor to do and/or assent to doing all acts required by the foregoing.

- (B) The Producer has notice:
- (1) That the Associated Actors and Artistes of America ("the 4-A's") is a voluntary association subject to the constitution, by-laws, rules, regulations and orders of the American Federation of Labor-Congress of Industrial Organizations ("AFL-CIO"), from which it derives its charter;
  - (2) That Equity, deriving its charter from the 4-A's, is in turn subject to the constitution, by-laws, orders, rules, and regulations of the 4-A's and the AFL-CIO; and
  - (3) That the Actor is directly subject to the constitution, by-laws, rules, regulations and orders of the 4-A's.
- (C) Contracts of employment shall be subject to all such rules and regulations as specified in (A) and (B) above.

**RULE 3: AGENTS.**

- (A) Franchise Holding. The Producer has notice that if the negotiation for or the obtaining of a contract of employment by the Actor is through any employment agent or personal representative not franchised by Equity or one whose franchise is not in good standing, the Actor is liable to suspension or other disciplinary action by Equity.
- (B) Non-Representation by an Agent. Should the Producer contact the Actor directly and agree with the Actor as to the salary and part, the Producer shall not directly or indirectly require the Actor to sign the contract at or through an agent's office. Any such agent so engaged does not represent the Actor. Should the agent make a claim for commission, the Actor will notify the Producer accordingly, and the Producer shall indemnify the Actor and hold the Actor harmless from any such claim.
- (C) Commissions/Principal. Commissions on the compensation of a Principal Actor shall be subject to Equity Agency Regulations. A copy of the current commissionable scale and all provisions regarding agents are available upon request from the Equity office.
- (D) Commissions/Chorus. Chorus Actors engaged under a Chorus contract shall not be permitted to pay commission to any agent, and agents are prohibited from accepting commissions from Actors so engaged except in accordance with the Equity Agency Regulations.
- (E) Agents Acting as Casting Consultants or Packagers. In accordance with the Equity Agency Regulations, any agent who acts as an agent for a Producer, either as a casting consultant or otherwise, with or without fee, does not, if the Actor secures employment through the agent, represent the Actor in securing said employment and therefore shall not be entitled to a commission from the Actor. The foregoing also applies in any case in which the agent acts as a packager either on behalf of a Producer, with or without fee, or on the agent's own behalf. In the event that such agents seek a commission from an Actor, the Producer shall indemnify the Actor and hold the Actor harmless from any such claim.

**RULE 4: ALIENS.**

Nonresident aliens may not be employed on the CAT contract without the written permission of Equity. It is understood that Equity's decision in this matter shall be final and binding.

## **RULE 5: AUDITIONS.**

### **(A) General Provisions.**

- (1) Hiring. The Producer is under no obligation to hire any person pursuant to any audition procedure, including the procedures for Equity performers set forth below.
- (2) Equal Employment Opportunity.
  - (a) It is the intent of the Producer and Equity that auditions for all roles shall be held without regard to age, gender, race, color, ethnic origin, creed, physical impairment, political persuasion or belief, or sexual orientation.
  - (b) When announcing auditions, whether for a season or for a specific production, the Producer shall allow sufficient time between the announcement and the audition for those performers who are either visually or hearing impaired to notify the Producer of their intent to audition. The Producer shall use best efforts to assist or comply with such requests in the following manner:
    - (i) For the visually impaired: provide a reader, reader copy, a Braille copy of the script or sides, or an audio recording of said material if such are not readily available to the performer; and
    - (ii) For the hearing impaired: provide a sign interpreter.
- (3) Audition Spaces. All audition spaces should meet the same standards as required for the work place as specified under applicable legal codes and building regulations. To the best of the Producer's ability, the Producer shall insure that audition spaces meet these requirements for all performers, which may include ramps or lifts for the physically impaired. This provision shall not require the Producer to make immediate changes to the Producer's work area but shall serve as a reminder of the needs of certain members of the community.

### **(B) Principal Auditions.**

- (1) General Provisions. The Producer shall conduct auditions for principal performers. Among the auditions held for principal performers, there shall be auditions for Equity performers, which shall comply with the below-listed procedures.
- (2) Equity Principal Auditions.
  - (a) Under this Agreement, a Seasonal Producer shall hold a minimum of either three days of open seasonal auditions prior to the beginning of each season or one day of open auditions for each production within each season. [See Rule 17(Z) – Seasonal Producer.] Producers may jointly conduct such auditions provided that a director from each theatre and/or person who equals or supersedes the director in final casting authority at each theatre is present at all times (except scheduled breaks).
  - (b) If the Producer is not a Seasonal Producer, the Producer shall hold a minimum of two days of open auditions prior to each production.
  - (c) Principal performers shall be called to auditions at specific times and shall not be called in groups unless necessary for physical screening or voice blending.

(C) Chorus Auditions.

(1) General Provisions. The Producer shall schedule chorus auditions for all musical productions utilizing chorus performers. Among the auditions held for chorus performers, there shall be auditions for Equity performers, which shall comply with the below-listed procedures.

(2) Equity Chorus Auditions.

- (a) The scheduling of Equity Chorus auditions shall be handled through the Equity office. When possible, Equity shall receive at least two weeks' notice of such auditions.
- (b) If necessary, auditions may be held on two separate days: one day for voice and/or dancing; and one day for general qualifications. If these two days are not consecutive, the Chorus performer shall not be required to report for any purpose on the intervening days.
- (c) If the Chorus performer is required to rehearse numbers used in the production, this shall constitute the beginning of the rehearsal period.
- (d) Equity shall have the right, in consultation with the Producer, to schedule the auditions so that no more than two Producers hold their first or final auditions on the same day or call the same category (singer or dancer) at the same time.
- (e) The Producer shall audition singers (male/female) and dancers (male/female) separately at the first call for Chorus performers.
- (f) The Producer shall notify Equity of the time and place of the final audition.
- (g) If, at the final audition, the selection of performers to be engaged for the production will be determined at a final match-up later that day, the retained performers shall be released following their selection at the earlier audition and shall be free until the final match-up, unless required to read for a part or Understudy. Each performer who is required to be at the audition for more than four cumulative hours (not including any time the Actor is released between calls) from the time of the performer's first call shall receive 1/6<sup>th</sup> of the appropriate Tier's minimum salary as compensation.
- (h) The Producer shall not halt the progress of a Chorus audition for the audition of a Principal performer under any circumstances.
- (i) There shall be separate changing facilities (other than lavatories) for men and women dancers.
- (j) Equity reserves the right to approve audition dance surfaces in accordance with Rule 58(J) – Dance Surfaces.

(D) Stage Manager Interviews. The Seasonal Producer agrees to set aside one half-day during the Producer's seasonal auditions to interview Stage Managers. [See Rule 17(Z) – Seasonal Producer.] During these interviews those responsible for the hiring of Stage Managers shall be present. Non-Seasonal Producers shall set aside an equal time period for Stage Manager interviews during their required auditions.

(E) Additional Equity Provisions.

- (1) Notice. The Producer shall notify the Equity office of all required auditions no less than two weeks prior to said auditions and prior to notifying agents. As part of the audition announcement, the Producer shall provide a cast breakdown that lists all roles, noting those that are pre-cast. This notice shall also indicate those roles/parts for which the Producer is seeking Understudies and/or Replacements.
- (2) Audition Code. All auditions scheduled through the Chicago Equity office, whether conducted at the Equity office or another location, shall be conducted under the provisions of the Chicago Audition Code.
- (3) Accompaniment. The Producer shall provide a piano or electronic keyboard and an accompanist who can sight-read music for all musical auditions at which the performer is required to sing and/or dance.
- (4) Casting Authority. The director and/or the person who equals or supersedes the director in final casting authority shall conduct all auditions. Noncompliance with this provision shall be cause for rescheduling the audition.
- (5) Equity Meetings. Provided that Equity notifies the Producer in advance, the Producer shall not hold interviews, calls, or auditions on any day when an Equity meeting is scheduled.
- (6) Equity Membership Candidates. Equity Membership Candidates may be seen at Equity auditions (whenever possible).
- (7) Holidays. The Producer shall not hold auditions or interviews on Thanksgiving Day, Christmas Eve, Christmas Day, or New Year's Day. Furthermore, for those auditions or interviews scheduled on other religious holidays, the Producer shall, upon prior notification by the performer, schedule an alternate audition or interview in order to accommodate the performer's observance of the religious holiday.
- (8) Liability Insurance. [See Rule 46 — PERSONAL PROPERTY.]
- (9) Safe and Sanitary Provisions. Performers shall not be permitted to audition on any premises that do not comply with the fire laws of the city or state in which the auditions are held. When auditions are held in studios or theatres, the Producer shall provide:
  - (a) A room (other than the audition room) which shall have seats and an open space where the performer may wait and/or warm up for the audition;
  - (b) An audition room, changing room, and/or waiting room which is properly lit, ventilated, and heated (when necessary) during inclement or cold weather to at least 68° Fahrenheit; and
  - (c) Waiting and/or changing areas in which smoking shall not be permitted during principal or chorus interviews or auditions.
- (10) Callbacks.
  - (a) Individual production callbacks shall be limited to two per performer. [See Rule 17(D) – Callback.] A performer shall be compensated at the rate of 1/6<sup>th</sup> of minimum weekly salary for the appropriate Tier for each callback in excess of two.

- (b) Once the Producer has determined that an Actor will not be hired, the Producer shall contact the Actor who has been called back or invited to attend a callback audition or interview to inform the Actor of the Producer's decision.
- (11) Recording. If any performer is unable to attend the regularly scheduled auditions and the director is out of town, the performer may request a recorded audition. The Producer may record the performer's audition or accept from the performer a video that contains a solo performance by that performer. At the end of the audition process, the Producer shall erase and dispose of all videos. Failure to erase such videos shall subject the Producer to the payment of a fine of \$750.00 payable to the Actors' Equity Foundation.

**RULE 6: BLACKLISTING.**

The Producer and Equity pledge to prevent blacklisting. Opposition to blacklisting is not a controversial issue between the Producer and Equity.

For the purpose of this Rule, "blacklisting" shall mean the submission of the Producer, directly or indirectly, to individual or group pressure and/or the use of private lists, published or unpublished, of persons not to be employed in theatrical productions for reasons not in any manner related to their theatrical ability.

If it is determined as a result of a Dispute Resolution procedure that a Producer has engaged in blacklisting, the Producer agrees to pay the Actor losing employment as a result of such act, the Actor's full contractual salary for the duration of the contemplated engagement, plus a sum equivalent to the full contractual salary of the Actor's successor or successors or \$1,000.00, whichever is greater.

**RULE 7: BREACHES BY THE PRODUCER AND/OR ACTOR.**

(A) Breaches. A breach shall include, but shall not be limited to, the following:

- (1) Infraction of any provision contained in the Actor's employment contract;
- (2) Infraction of any Equity rule incorporated into the employment contract;
- (3) Any false statement made by the Producer or Actor in connection with the employment contract or the Security Agreement relating thereto;
- (4) Employment of any Actor under any form of contract other than an Equity form of contract; and
- (5) Failure to give or deposit security at the time and in the form and amount required by Equity.

(B) Attempted Breach. No Actor shall agree with a Producer, employment agent, personal representative, or other Actor, and no Producer shall agree with any Actor, employment agent, or personal representative to cause or agree to permit, any breach of any term of any employment contract.

- (1) Should an Actor engage in such conduct, said Actor shall be subject to such disciplinary action as Equity may determine and/or dismissal by the Producer as stipulated in this Agreement.
- (2) Should any Producer be found in a Dispute Resolution proceeding or arbitration to have engaged in an attempt to breach any term of any employment contract, said Producer agrees that such conduct in itself shall be a breach of the Producer's employment agreements with an Actor, entitling any such Actor to recover from the Producer, Equity

consenting, the actual amount of damages resulting from the breach, or if no basis of calculation exists, a sum equal to two weeks' contractual salary as liquidated damages. The Producer further agrees that upon such a breach, the Producer's name may be posted on the Defaulting Employers List at Equity.

No offset of the earnings acquired by the Actor in any other employment during the period in question shall be allowed to reduce the damages stemming from the Producer's breach.

- (3) In the event of a liquidated damages award stemming from an Actor's participation in a Producer's breach, any award granted shall be payable to the Actors' Equity Foundation.

(C) Remedies.

- (1) Except as otherwise expressly provided in this Agreement, disputes hereunder shall be subject to the Dispute Resolution provisions. [See Rule 21 – DISPUTE RESOLUTION.] Equity may not make final determination of breaches by the Producer except with respect to violations of (A)(4) and (A)(5) above. As to (A)(4), Equity may intervene, without penalty, and require the Actor to perform or rehearse or not perform or not rehearse until said infraction is remedied. As to (A)(5), the Producer shall have two business days to remedy said infraction after which Equity may intervene without penalty and require the Actor to perform and rehearse or not perform or not rehearse until such infraction is remedied.

- (2) In the event of default or breach by the Producer under the provisions of (A)(4) or (A)(5), and with Equity's consent, the Actor shall be released from the Actor's obligation to work and may terminate employment if the Actor should so desire. The Producer shall pay the Actor in full for all services rendered plus any other sums due the Actor under the terms of this Agreement and/or the Actor's individual employment contract. If no basis of calculation for damages exists, the Producer shall pay the Actor a sum equal to two weeks of the Actor's contractual salary.

**RULE 8: CLAIMS BY ACTORS.**

- (A) Waiver or Release Not Permissible. In the event that any claim by an Actor is urged under this Agreement by reason of breach thereof, no evidence of receipt of any waiver, release, adjustment, compromise, or settlement by the Actor is of any validity whatsoever, unless Equity consents in writing thereto. Further, the Producer will not seek or solicit any such receipt, waiver, release, or adjustment as evidence in any Dispute Resolution proceeding, arbitration, or court proceeding unless Equity specifically consents in writing. In no case shall claims of Actors under employment contracts be handled or urged by agents, attorneys, or other representatives of Actors unless Equity consents in writing.
- (B) Time Limit in Lodging. Should the Actor deem that there is any claim against the Producer under the Actor's contract, the Actor shall present that claim to Equity or to the Producer within two weeks of the occurrence of the claim or when the Actor first becomes aware of the claim, whichever is later. In the event that notification of a claim is delayed, Equity, the Joint Equity/PACT Dispute Resolution Committee, or an arbitrator may consider the sufficiency of the reason for that delay and proceed accordingly.

**RULE 9: CLOTHES AND MAKEUP.**

- (A) Clothing. The Producer shall supply all clothing except as herein provided. In no event shall a Producer require the Actor to purchase any clothes for the production. All clothing required in the production shall be sanitary and free of materials, paints, and/or adhesives that are toxic or hazardous. The Actor may agree to use such conventional morning, afternoon, and/or evening

clothes in the production as the Actor may use for everyday wear. The Producer must pay the Actor a rental fee for such wardrobe in accordance with (B)(2) and (3) below.

(B) Rental. The terms of the clothing rental shall be stated in a rider to the Actor's contract and shall not be less than the terms provided in the Weekly Clothing Rental Schedule. (See (2) and (3) below.) Any rental approved by Equity must be paid to the Actor weekly in a separate check, along with the Actor's salary.

(1) Declared Value. When negotiating the clothing rental rates, the Actor and the Producer shall also set a "declared value" on the item or items being rented, which shall also be stated in a rider to the Actor's contract. (Once the Producer has paid to the Actor an amount equal to the declared value of any item or items, the Producer shall be absolved from making further rental payments to the Actor. It shall still be the Producer's responsibility to see that the item or items are cleaned and maintained as outlined within this Rule.) The Actor shall retain ownership of any item even after it has reached its declared value as described above.

(2) Weekly Clothing Rental Schedule: Tiers 4, 5, and 6. In those instances in which the Producer of a Tier 4, 5, or 6 production requests that the Actor furnish clothing for any production, and the Actor agrees, the Actor shall be paid no less than the following weekly rates for the items listed:

Topcoat	\$4.00
Overcoat	4.00
Raincoat	4.00
Suit Jacket	4.00
Blouse	1.50
Dress	3.00
Ensemble (Shirt, Tie, Suit, Shoes, Hat, etc.)	15.50
Jeans	1.50
Shirt	1.80
Skirt	3.00
Shoes	4.50
Dance Shoes (Professional jazz shoes, character shoes, tap shoes, pointe shoes, dance boots)	6.50
Shorts	1.50
Slacks	3.00
Suit	10.50
Sweater	2.00
Tie	.55
Hat	1.50
Boots	1.80
Evening Gown	8.00
Slip/Bra	1.50
Nightgown	1.50
Bathing Suit	1.50
T-Shirt	1.00
Dance Belt	1.00
Miscellaneous (Purse, Briefcase)	.55

(3) Weekly Clothing Rental Schedule: Tiers 1, 2, and 3. In those instances in which the Producer of a Tier 1, 2, or 3 production requests that the Actor furnish clothing for any production, and the Actor agrees, the Actor shall be paid no less than one-half of the above-listed rates.

- (C) Cleaning and Upkeep. All clothing worn by the Actor for use in the production, whether furnished by the Producer or not, shall be cleaned at least once every two weeks unless conditions dictate a shorter interval; such interval/condition shall be determined by the Stage Manager and the Deputy. Any residue from the cleaning process must be removed from garments prior to their issuance/return to the Actor. "Skin parts" of clothing (e.g., stockings, shirts, undergarments, bodysuits, dress shields, bathing suits, and slippers) shall be laundered at the Producer's expense when necessary, or at least twice a week (except when a production is running on a Tier 1 or 2 contract, in which case it shall be at least once a week). After they have been laundered, skin parts must be thoroughly rinsed and dried. In addition, the Producer agrees to have any wardrobe item furnished by the Actor cleaned at the close of the engagement. A bona fide professional cleaning establishment shall do such cleaning.
- (D) Makeup. The Producer shall provide all makeup except ordinary and conventional makeup, which shall be furnished by the Actor. If the Actor is required to use body makeup, the Producer shall furnish clean cloth towels for removal of such makeup.
- (E) Hairpiece. When the Actor is required to wear a hairpiece at the Producer's request, the Producer shall be responsible for the cost of procuring and maintaining said hairpiece. Should the Actor and Producer agree in writing to use the Actor's personal hairpiece, a rental fee of no less than \$7.50 per week shall be paid to the Actor. The cleaning and upkeep of this hairpiece shall be the Producer's responsibility.
- (F) Change of Hair Color. The Actor may not be required to change the color of the Actor's hair unless the Actor agrees in writing. If the Actor agrees, the Producer shall pay the expense of changing and maintaining the color during the run of the engagement and restoring the original color at the close of the engagement.
- (G) Change of Hair Style. The Actor may not be required to cut or change the style of the Actor's hair in any way or to shave the Actor's head or beard unless the Actor agrees in writing. If the Actor agrees, the Producer shall pay the original expenses associated with the styling and upkeep of said hairstyle. The Actor may not be required to grow a beard or let the Actor's hair grow unless the Actor agrees in writing.
- (H) Actor's Responsibility. The Actor is responsible for appearing at the theatre with the same hairstyle, color, and facial hair style that the Actor had at the time of signing the Actor's contract. If the Actor's hairstyle or color has changed, upon the Producer's request, the Actor shall restore it at the Actor's own expense to the same style or color as the Actor had at the time of contract signing.
- (I) Knee Pads and Protective Clothing. Prior to any activity that requires kneepads, elbow pads, and/or protective clothing, the Producer shall furnish new and properly fitted (i.e., small, medium, or large) protective items for the exclusive use of the Actor for all rehearsals and performances.
- (J) Chorus: Additional Provisions. The Producer shall furnish Actors engaged on Chorus contracts with all hats, costumes (period or modern), wigs, beards, hairpieces, tights, hose, stockings, and, if not rented from the Actor, dance belts, and T-shirts. All skin parts shall be new when issued to the Actor. Dry skin parts must be provided for each performance.
- (K) Shoes.
- (1) General. The Producer shall provide all footwear, which shall be clean, sanitary, properly fitted, and in good repair. Any footwear used for dancing shall be new. Professional dance shoes are not required for normal ballroom dancing or minimally choreographed movements.

- (2) Dance Shoes. The Producer shall provide properly fitted professional dance shoes for all Actors in the Company who are required to dance. Dance shoes may represent the period of a production or the nature of a specific character (e.g., sneakers in *West Side Story* or athletic shoes in *Damn Yankees*) and must conform to the appropriate style of the movement. All footwear shall be of suitable construction for dancing when used for theatre dance movement. The Producer shall provide professional dance shoes at least one week prior to dress rehearsal. The Producer shall furnish pointe shoes with ribbons for all rehearsals and performances requiring pointe shoes. The Producer shall furnish at least one pair of pointe shoes for each Actor in the Company called upon to dance in pointe shoes. New pointe shoes shall be provided sufficiently in advance of their use to allow the Actor adequate time to break in the shoes. Shoes for dancing shall be rubbered, braced, repaired, and/or replaced whenever necessary.

#### **RULE 10: COMPANY MEETINGS.**

There are to be no meetings held to vote on working conditions, concessions, or waivers without the consent of Equity, except as provided in Rule 47(A)(3)(e) – Photo Calls, Rule 53(A)(6) – Breaks, Rule 53(A)(16) – Six-Hour Rehearsal Block, Rule 68(D)(2) – Change in Performance Schedule, and Rule 68(F)(4) – Break Between Performances. [See also Rule 13(G) – Equity-Approved Concessions.]

#### **RULE 11: CONTINGENT AND SUBSIDIARY RIGHTS AND RIGHTS IN FUTURE PRODUCTIONS.**

(A) Contingent and Subsidiary Rights.

- (1) Should an Equity Showcase, Los Angeles 99-Seat Theatre Plan (“99-Seat”), or Bay Area Project Policy (“BAPP”) production be produced under this Agreement within 12 months of its last performance as a Showcase, 99-Seat, or BAPP production, all Actors engaged in that previous production must receive a bona fide offer to perform the same role or function(s) for which they were engaged in that production. If a bona fide offer is not made, the Actor shall be compensated in the amount of three weeks’ minimum salary under the applicable Tier of this Agreement. If more than one such production has been produced within that 12-month period, the Producer shall be responsible only to the Actors of the first such production.
- (2) The above-detailed responsibility shall only apply to the Producer who holds the first class rights to the play or musical, commissioned the play or musical and/or “enhanced” the play or musical. Moreover, if the subsequent production under this Agreement is not the first standard Equity contract presentation of the play or musical within 12 months of the last performance of the Showcase, 99-Seat, or BAPP production, said Producer shall have no responsibilities to the Actors, provided the intervening contract presentation has satisfied the applicable conversion rights clause.

- (B) Rights in Future Productions. If the Producer (or any management group or enterprise, corporate or otherwise, which the Producer controls or directs) takes a play produced under this Agreement into any theatre operating under an Off-Broadway Contract, LORT Special Agreement (Roundabout, Lincoln Center, Manhattan Theatre Club, Ahmanson Theatre), Short Engagement Touring Agreement or any Production Contract within 18 months of the close of the production being produced under the provisions of this Agreement, and the Producer has a direct or indirect financial interest in the play of more than 3% of the weekly gross income as a Producer royalty, the Producer shall offer any Actor who was engaged for said play under this Agreement and who performed and/or functioned as an Actor in the first paid public performance and who performed the role and/or functioned as an Actor for at least 30 performances or the length of run thereof, an opportunity to continue in the same role or function for which the Actor was originally engaged for that production for no less than four weeks of employment under the new contract, notwithstanding minimum guarantees of employment to the contrary which might appear in the higher contract to which the Actor is signed. The Producer agrees to pay any Actor not so offered

the identical role or function a sum not less than three weeks' salary at the prevailing minimums of the higher contract.

**RULE 12: CONTINUOUS EMPLOYMENT.**

Continuous employment is the essence of all employment contracts, and all calculations of sums due or benefits accruing to the Actor shall be computed on the basis of consecutive rehearsals and consecutive employment except under the provisions of Rule 38(B) — MOVING A CAT PRODUCTION TO ANOTHER CAT THEATRE SPACE, Rule 53(A)(7) — A Read-Through Prior to First Rehearsal, Rule 54 — REOPENING OF A PLAY, and Rule 63(F) — One-Week Assistant Stage Manager.

**RULE 13: CONTRACTS.**

The Actor and the Producer understand that the rules and regulations set forth herein are minimum provisions and, as such, do not limit an Actor's ability to negotiate for better terms of employment. Such terms, however, must be set forth in the contract or in a rider to the employment contract and approved by Equity.

- (A) Equity Contracts. Individual employment contracts and riders (as applicable) shall only be valid and binding on Equity-printed contract forms or Equity electronic contract forms.
- (B) Determination of Classification. Equity has the sole right to determine whether an individual is correctly classified as an Actor, Stage Manager, Assistant Stage Manager, Chorus Actor, Understudy, or Extra, and the Producer agrees that Equity's determination shall be final.
- (C) Effective Date. Contracts between the Producer and the Actor must be signed by both parties before the Actor begins employment.
- (D) Signing Of.
  - (1) If a contract or rider contains any of the following provisions, the contract and rider must be presented to the Actor no less than three days (including at least one business day) before the Actor is to report for rehearsal (unless an emergency arises and the Actor is cast within that three-day period or the Actor or the Actor's representative is not available):
    - (a) Term Contract provision;
    - (b) MRE buyout;
    - (c) Notification of performances prior to 1:00 PM on all Tiers;
    - (d) Notification of performances between 1:00 PM and 6:00 PM on a weekday on Tiers 1 and 2; and/or
    - (e) Agreement to engage in Stage Fighting/Violence/Stunts.
  - (2) The Producer may notify the Actor in writing at the time of sending the contract to the Actor (by certified mail or any form of delivery which requires proof of receipt by the Actor) that the contract shall be null and void unless it is signed and returned or postmarked within a period designated by the Producer which shall not be less than three days (including at least two business days) after the Actor receives it. If the Actor hand-delivers the executed contract to the Producer, the Producer shall initial and date all copies of the contract the day they are received.

- (3) If the Actor is under contract for another Producer and/or another production, the Producer(s) and the Actor understand that the Actor's obligations under the contract that was signed first shall take precedence. Unless otherwise permitted by the first Producer, the Actor is required to fulfill all the obligations of the first-signed contract before fulfilling any obligations of the second contract.
- (E) Term Contracts. A Term Contract for a period of up to six months can be negotiated at no less than \$50.00 above the applicable Tier's minimum, but in no case may it be less than \$50.00 above the Tier 4 minimum. The Term Contract increment shall be paid in addition to all other required increments.
- (F) Extension Of Engagement.
- (1) The Producer shall state a contemplated closing date on the face of the contract. This shall not be considered a guarantee. Should the Producer extend the playing weeks beyond the contemplated closing date, at the Actor's option the Actor may terminate the contract upon announcement of said extension with written notice to the Producer; said termination shall coincide with the contemplated closing date on the contract. Written notice under the above conditions may be less than two weeks. Should the Actor agree to remain at the theatre for the extension of the engagement, a rider reflecting that agreement shall be executed and a copy filed with Equity.
- (2) Equity will permit salaries in the final extension week to be prorated down by one performance, provided the final performance of the week is cancelled resulting in an additional day off and the Actor agrees to said proration at the time of signing the extension rider.
- (G) Equity-Approved Concessions. Prior to contract signing, the Producer shall inform the Actor, in writing and as part of the contract, of all concessions and/or waivers granted to the Producer by Equity. The Actor has neither the right nor the power to waive any of the minimum conditions set forth in the employment contract or Equity rules without the written consent of Equity.
- (H) Job Assignments. An Actor may be assigned no more than four job assignments (excluding bit parts) in a production.
- (1) Job assignments may include performing parts, understudying parts, or performing as Assistant Stage Manager but exclude any assignments for which the Actor is receiving an additional increment.
- (2) In a dramatic production, an Actor may agree to the job assignment of "ensemble" which shall signify an agreement to perform a compilation of bit parts. The bit parts assigned and performed one week after the first paid public performance shall be deemed the Actor's assigned role for that production and may not be changed or added to without a written agreement.
- (3) A Principal Actor, appearing in a production such as GREATER TUNA or FULLY COMMITTED, wherein the playwright's concept is to have the Actor play multiple parts, or a production such as THE THREE PERSON HAMLET, wherein the director's concept is to have Actors play multiple parts, shall be considered to have a single job assignment.
- (4) Equity retains the right to determine if an Actor is correctly designated as Principal or Chorus.

(I) Changes, Errors, and Alterations.

- (1) Unless all riders, changes, alterations, waivers, or substitutions made prior to, at, or after the time of contract signing have been consented to by Equity in writing, such riders, changes, alterations, waivers, substitutions, or any part thereof, are void at the option of the Actor, Equity consenting. It shall be the duty of the Producer, not the Actor, to submit proposed changes, etc. to Equity for its written approval by a duly authorized representative. If Equity fails to notify the Producer of its disapproval of said riders, changes, alterations, waivers, or substitutions, etc. within five business days after the receipt thereof by Equity, they shall be considered approved.
- (2) The Producer shall agree that all blanks (e.g., opening date, name of part, salary, etc.) must be written in before contract signing or delivery. Both the Actor and the Producer must initial any deletions, additions, or corrections.

(J) Quadruplicate Copy. Within three business days after the Producer and the Actor receive the signed contract, each shall mail to Equity a signed copy of the employment contract including any riders or attachments.

If the Producer fails to file said copy within the specified time, the Actor may terminate employment without notice, provided the Actor has filed the Actor's copy of the contract within the specified time and has obtained Equity's consent. If the Actor terminates the Actor's contract, the Producer shall pay the Actor the amount to which the Actor may be entitled under this Agreement.

(K) Hiring "As Cast".

- (1) All roles, parts, and/or functions known at the time of contract signing shall be specified in the Actor's contract except, if the entire season has not been set, the Actor may agree to appear in a play "To Be Announced". If additional productions are added to the contract, the Actor may agree to appear in these productions by mutual consent.
- (2) The Actor may agree to up to four "as cast" assignments if one or more assignments have not been determined by the time of contract signing. The number of assignments that are "as cast", and whether they are on-stage and/or understudy assignments, shall be indicated on the face of the Actor's contract. In no event may "as cast" be used for the assignment of a leading role or the assignment to understudy a leading role. The part(s) assigned and performed at the first paid public performance shall be deemed the Actor's assignment for that production and may not be changed or added to without a written agreement between the Producer and the Actor memorialized in a rider to the Actor's contract.

(L) Seasonal Contract for Stage Managers. [See Rule 59(C) – Seasonal Contracts for Stage Managers and Rule 63(H) – Seasonal Stage Manager Contract.]

(M) First Rehearsal Date. Should any contract be signed more than two months in advance of the projected starting date, such date may be listed as "on or about" with a three-day grace period on either side of the date. The Producer shall notify the Actor and Equity at least two months prior to the rehearsal date as to the exact starting date of the Actor's contract. If the Producer fails to so notify the Actor and Equity, payments to the Actor start on the earliest of the grace period dates.

**RULE 14: CUTS IN SALARY.**

- (A) All cuts in salary must be approved by Equity and all discussion regarding cuts shall be with Equity. If the Producer wishes salary cuts to be considered, the Producer shall notify Equity. For the purpose of considering cuts, Equity has established a Cuts Board in Chicago, and its rules

shall govern. The Producer shall have the right to present the Producer's case in person to the Cuts Board.

- (B) If the Cuts Board agrees to approve a Producer's application for cuts in salary, such cuts shall be effective beginning with the first full workweek following the date on which the Producer's application was approved.

#### **RULE 15: DANCE CAPTAINS.**

- (A) Musical Productions. When there is choreography and/or musical staging in a musical production, a Dance Captain shall be required and paid from the first day of assignment (i.e., first day of employment as Dance Captain) but in no event later than the first day of rehearsal. [See Rule (C)(1) below. See also Rule 17(K) – Dance Captain.]
- (B) Dramatic Productions. In a dramatic production, when there is movement of such a nature that the maintenance of the musical staging does not fall within the normal duties of a Stage Manager, a Dance Captain shall be assigned and paid from the first day of musical staging. [See Rule (C)(2) below. See also Rule 17(K) – Dance Captain.]
- (C) The Dance Captain shall receive no less than the following increment in addition to his/her weekly salary:
  - (1) Musical Dance Captain. No less than 10% of minimum at each Tier.
  - (2) Dramatic Dance Captain. No less than 7.5% of minimum at each Tier.
  - (3) Provision for payment shall be included in a rider to the Dance Captain's contract.
- (D) An Actor engaged solely as a Dance Captain shall be paid no less than the minimum salary for an Actor plus any increments due.
- (E) The Dance Captain's hours shall be limited to hours permitted for Actors as set forth in Rule 53 — REHEARSALS.
- (F) For all musical productions [see (A) above], the Dance Captain shall be listed on the cast page of the program. For dramatic productions in which the musical staging does not fall within the normal duties of a Stage Manager [see (B) above], the Dance Captain shall be listed on the cast page of the program; however, if due to the contractually allowable timing of the Dance Captain assignment and the Producer's printing deadline it is not possible to list the Dance Captain on the cast page of the program, the Dance Captain shall be so listed in the next printing of the program, if any. [See also Rule 49(A) – Free Program.]
- (G) The Stage Manager shall not serve as the Dance Captain.

#### **RULE 16: DEFAULTS.**

Any Producer who engages any Actor represents that the Producer is not in default under any agreement with Equity at the time of such engagement, and that no contract has been entered into between the Producer and Equity, or any Actor, in which any breach remains unsettled or unliquidated. For the purpose of this Rule, the subject matter of a dispute currently in any phase of Dispute Resolution procedure and/or arbitration or for which notice of Dispute Resolution has been given shall not be deemed an "unsettled" or "unliquidated" breach.

No Actor shall work or be required by any Producer to work (without the consent of Equity) for any person, partnership, corporation, enterprise, or group which has failed to abide by any Dispute Resolution settlement or arbitration award or, where permitted herein, any final determination of Equity, or which through failure to meet past obligations to Equity or Actors has been placed on Equity's Defaulting Employers List. No Actor shall work or be required by any Producer to work (without the consent of

Equity) for anyone who is a general partner, associate producer, corporate director or officer, or active stockholder of a defaulting Producer.

Should a Producer remain in default for non-payment of salaries or other monies due an Actor or Actors for a period of longer than one year, the Producer agrees that 5% interest, compounded annually, beginning one year after the default and ending when the claim is paid shall be added to and be payable as part of said claim. If an Actor is adjudged by Equity or in Dispute Resolution proceedings and/or an arbitration to be in default to a Producer, interest will accrue on said default amount in the same manner.

#### **RULE 17: DEFINITIONS.**

- (A) Acts of God. "Acts of God" shall refer to the forces of nature which are: (1) unpredictable and difficult to anticipate; (2) the result of the direct, immediate and exclusive operation of the forces of nature, uncontrolled or uninfluenced by the power of man and without human intervention; and/or (3) of such character that it could not have been prevented or avoided by foresight or prudence.
- (B) Actor. The term "Actor" shall refer to and include all persons who are signed to Equity contracts, including those engaged as Principals, Chorus, Stage Managers, Assistant Stage Managers, Understudies, or Extras.
- (1) Principal Actor. "Principal Actor" shall include Actors other than those engaged as Chorus or Stage Managers.
- (2) Chorus. A member of the "Chorus" is any Actor who appears in a dramatic play or musical as part of a singing or dancing group or ensemble and whose function is primarily that of a member of such group or ensemble. This does not include "extras," "walk-ons," or a chorus that functions solely as a speaking chorus.
- A Chorus Actor may be known by a character name, speak and/or sing lines, and/or perform a dance segment alone. Equity will determine if that work constitutes a part or specialty. In that event, the Actor will be signed to a rider and paid the appropriate increment.
- (3) Stage Manager. A "Stage Manager" is any Actor engaged under contract as a Stage Manager or an Assistant Stage Manager.
- (C) Actor's Designated Call. The "Actor's designated call" shall refer to the actual scheduled daily call of the Actor as posted by the Producer.
- (D) Callback. A "callback" is an interview or audition to which an Actor has been specifically called by the Producer or Producer's representative (including, but not limited to, the artistic director and individual production's director) for a second, third, fourth, etc. screening after having completed one initial interview or audition for the specific production to which the callback pertains. It shall be understood that if a Producer invites an Actor to attend an individual production's initial audition or interview after said Actor has been auditioned or interviewed at a seasonal audition or interview, the initial audition or interview for the specific production is not a callback.
- (E) Cast. The "cast" is the group of actors, including nonprofessionals, in a production.
- (F) Chicago Area Theatre. A "Chicago Area Theatre" is a theatre with a capacity of 900 seats or less located within a perimeter of 35 miles from the Chicago city limits. Except for concessions, a Chicago Area Theatre Producer may not serve food under any circumstances. Beverage service in the theatre shall be permitted under the following conditions:
- (1) The local municipality and/or state have/has given permission for such beverage service;

- (2) The performance shall not begin until all aisles, ramps, and stairs that are used as exits, entrances, or playing areas during the show have been cleared. They shall be kept clear during the performance; and
- (3) There shall be no clearing of dishes, table or bar service of drinks, nor any collecting of payments during the performance. The foregoing does not apply to intermissions.

It shall be the responsibility of the Producer to enforce this Rule. If this Rule is violated, the Producer shall be liable for a penalty subject to the Dispute Resolution procedures contained within this Agreement.

- (G) Chorus. [See (B)(2) above.]
- (H) Company. The "Company" is the group of Actors in any production. [See (B) above.]
- (I) Contemplated Closing Date. The "contemplated closing date" is the date listed on the face of the Actor's contract that identifies either when the production is scheduled to close, if the Actor is signed to a Standard Contract, or when the Actor's and Producer's mutual obligations shall cease, if the Actor is signed to a Term Contract. The date is "contemplated" because, with proper notice, the Producer could close the production sooner. A production that does not have a known ending date at the time of contract signing shall list "Open" as the contemplated closing date for Actors signed to a Standard Contract. [See also Rule 13(F) – Extension Of Engagement.]
- (J) Contractual Salary. "Contractual salary" is the base compensation received by the Actor and shall include (but not be limited to) monies paid for Understudy assignment(s), additional duties, parts payment(s), a Dance Captain increment, and a Fight Captain increment. Payments for per diem, costume rental, extra performances, and overtime shall not be considered part of contractual salary.
- (K) Dance Captain. The "Dance Captain" of the production maintains the artistic standards of all musical staging and choreography in the original style, intent, technique, and energy level and is responsible for thoroughly rehearsing and preparing all Understudies, Swings, and Replacement Actors with respect to musical staging and choreography. The Dance Captain and Stage Manager shall always work in tandem so as to complement each other in passing on the knowledge and understanding of the creative intentions of the artistic staff. The Stage Manager shall not serve as Dance Captain.
- (L) Day Off. A "day off" is 24 hours in addition to the regular rest period required at the end of each working day.
- (M) Designated Place of Departure. The "designated place of departure" is the central location designated by the Producer from which transportation will be provided on tours.
- (N) Designated Tech Week. The "designated tech week" is the workweek stipulated on the face of the Actor's contract in which the Company may rehearse the extended hours indicated in the rehearsal rules section of the Agreement. Each production may have one designated tech week. The designated tech week may, but need not be, concurrent with the Opening Week.
- (O) Fight Captain. The "Fight Captain" shall be the individual who is assigned responsibility for maintaining stage fights/stunts, either with or without weapons, as safely as possible. The Fight Captain shall have authority to require changes in the production elements of the fight/stunt or the actual routine of the fight/stunt action when such may be essential for the safety of the performers.

- (P) Final Curtain. The "final curtain" shall be defined as the last curtain down at which point the Actors are released from the stage or, if notes, a photo call, or other work takes place after said point, the end of said work.
- (Q) Opening. The "Opening" is the first paid public performance.
- (R) Opening Week. "Opening Week" is the workweek that contains the first paid public performance.
- (S) Part and Role. A "part" shall mean each character, specialty, or function for which the Actor is responsible. The "role" is the sum of the parts for which an Actor is responsible.
- (T) Per Diem. [See Rule 44 — PER DIEM.]
- (U) Principal. [See (B)(1) above.]
- (V) Producer. The term "Producer" shall mean the individual (or individuals, corporations, or other legal entities) who signs contracts of employment for the rendering of services, or is the individual who has signed the Security Agreement as such. The Producer is the individual in whom the management of the business operation and direction of the work force of his/her theatre is vested. The Producer has the authority to execute all the various duties, functions, and responsibilities customarily exercised by management, except as otherwise specifically designated or modified by of this Agreement.
- (W) Producers Association of Chicago Area Theatres ("PACT"). "PACT" is the attorney-in-fact for its members and affiliates whose purpose is to negotiate and maintain collective bargaining agreements with Actors' Equity Association on the behalf of its members.
- (X) Production Contract. Wherever "Production Contract" is used in these rules, it shall be understood to refer to the current "Agreement and Rules Governing Employment Under the Equity-League Production Contract". Where the phrase "Production Minimum" or "Standard Production Minimum" is used, it shall be understood to refer to the applicable minimum salary in the current "Agreement and Rules Governing Employment Under the Equity-League Production Contract".
- (Y) Seasonal Stage Manager Contract. The "Seasonal Stage Manager Contract" allows the Stage Manager to function concurrently in performances and rehearsals of all productions in the season.
- (Z) Seasonal Producer. A "Seasonal Producer" is an individual or theatre that announces a full season of productions all of which have scheduled opening and closing dates and are mounted by a single producing entity. A commercial Producer who announces a season of multiple productions for open-ended runs that will be produced within a period of 12 months shall also qualify as a Seasonal Producer.
- (AA) Stage Manager. [See (B)(3) above.]
- (BB) Standard Contract. A "Standard Contract" is one that can be terminated by either party prior to the closing date of the production, with appropriate notice and according to the provisions in Rule 66(C),(D),(E) and (F) — TERMINATION AND CLOSING NOTICES.
- (CC) Term Contract. A "Term Contract" is one that cannot be terminated by either party prior to the date specified in the Actor's contract or rider. This is not a guarantee of employment if any of the following occur:
- (1) The Actor receives proper notice that the production is being closed prior to the date listed on the contract [see Rule 66(L)(1) – Notice of Closing];

- (2) The Actor cannot perform due to illness, a non-work-related injury or any other valid reason [see Rule 29(A)(2) – Illness];
  - (3) Rehearsals are “lost” [see Rule 53(A)(12) – Rehearsals Lost];
  - (4) The Actor is absent from rehearsal [see Rule 53(A)(13)(b) – Absence From]; or
  - (5) Rehearsal is discontinued or the play is abandoned [Rule 53(A)(14) – Rehearsals Discontinued or Play Abandoned].
- (DD) Workweek. A "workweek" is seven consecutive days, spanning Monday through Sunday. No other workweek shall be used for computing days off, pay periods, etc.

**RULE 18: DEPUTIES AND REPRESENTATIVES.**

- (A) Each Company shall elect an Equity Deputy. Deputies shall have the duty and obligation to report to Equity the total weekly hours worked, any overtime, and/or any violations of the rules.
- (B) Whenever a Chorus is employed, there shall be a Deputy (or Deputies) for Chorus Singers and Chorus Dancers in addition to a Deputy for Principal Actors, if necessary.
- (C) Duly authorized representatives of Equity shall have free access to the stage and to all Actors at all times.

**RULE 19: DISCRIMINATION.**

- (A) There shall be no discrimination against any Actor or applicant for a part in a production on the basis of race, color, creed, gender, ethnic origin, sexual orientation, age, physical impairment, or political persuasion or belief. Unless satisfactorily resolved between Equity and the Producer through the initial stages of the Dispute Resolution procedure, a claimed violation of this Rule shall be submitted to arbitration. In the event the arbitrator determines that discrimination has been practiced, the arbitrator shall have the authority to direct reinstatement or employment, as the case may be, and/or assess such monetary damages that, in the arbitrator’s opinion, will make the Actor or applicant whole for such financial loss that s/he may have suffered by reason of said discrimination.
- (B) PACT and Equity agree that there shall be no discrimination on the basis of race, color, creed, gender, ethnic origin, sexual orientation, age, physical impairment, or political persuasion or belief practiced against any Actor or any patron in the admission or seating of individuals in theatres or other places of performance. Any determination of discrimination shall be made only by an Equity executive staff member or business representative who shall immediately notify the Producer of the production in question. Actors shall not be permitted to perform in any theatre or other place of performance where such discrimination exists.

**RULE 20: DISCRIMINATION FOR UNION ACTIVITY.**

A Producer shall not dismiss or otherwise penalize any Actor for fulfilling the Actor’s duties or obligations as a Deputy, an Equity member, or as an Actor. [See Rule 7 — BREACHES BY THE PRODUCER AND/OR ACTOR and Rule 66(E)(2) – Just Cause.]

**RULE 21: DISPUTE RESOLUTION.**

- (A) Except as otherwise expressly provided in these rules, any dispute between a Producer and/or PACT and the Actor and/or Equity relating to the interpretation, application, or claimed violation of

this Agreement shall be handled in accordance with the below-listed Dispute Resolution procedure.

- (1) If willing and able, the parties shall attempt to resolve the situation informally, which may include conversations between/among the Actor and/or Equity and/or the Producer and/or PACT.
- (2) If the parties are unwilling or unable to resolve the matter informally within seven days, the aggrieved party (i.e., the person or Producer/theatre making the claim) shall notify the aggrieved party's representative (Equity or PACT) of the existence of a claim and either the aggrieved party or the aggrieved party's representative shall notify the grieving party (i.e., the person or Producer/theatre against whom the claim is made) in writing with a copy to the grieving party's representative. In no case shall this notification be sent later than 14 days from the occurrence or the aggrieved party's knowledge of the claimed violation, whichever is later.
- (3) Within 10 business days of the receipt of notification referred to in (2) above, either PACT or Equity may request a formal meeting to discuss any continuing disagreement and attempt to resolve the dispute. The Producer and PACT shall meet with the Actor and Equity (no party may be absent without written notification to the other parties) at a mutually agreeable date and time, but no later than 14 days from receipt of the notification unless both parties or their representatives consent in writing.
- (4) If the matter is not resolved to the satisfaction of either party following the meeting in (3) above, either PACT or Equity shall inform the other organization in writing of its desire to present the matter to the Joint Equity/PACT Dispute Resolution Committee (hereinafter "the Committee").
  - (a) A meeting of the Committee shall be arranged within 14 days of the receipt of the request for the meeting.
  - (b) PACT and Equity shall submit their respective positions in writing to each other at least seven days prior to the scheduled Committee meeting.
  - (c) The Committee shall hear the claim and have the right to call such witnesses or obtain such evidence as it deems necessary. The Committee may not be seated unless an equal number of PACT and Equity representatives (between three and five) are present and remain present throughout the deliberations.
  - (d) The Committee shall be empowered to resolve the dispute by a unanimous decision with each Association having a single vote. The Committee shall submit its decision in writing to Equity and PACT. Said decision shall be final and binding on all parties. The Committee shall attempt to resolve the dispute at its first meeting; however, the Committee, by unanimous vote, may decide to hold further meetings or hearings on a particular claim. The Committee shall have the authority to direct payment (including interest and costs where applicable), retroactively when necessary, in the amount and to the extent that the Committee considers it a necessary to render any party whole.
  - (e) The Committee shall not have the power to amend, modify, add to, or delete any provision of this Agreement or any part thereof.
  - (f) Equity and PACT shall establish the rules and procedures to be followed by the Committee for the consideration of matters brought before it under the provisions of this Rule. These rules and procedures must be established before any matter

can be referred to the Committee and shall be used throughout the term of this Agreement, except as they may be specifically modified by mutual agreement.

(g) If the Committee is unable to resolve the dispute by unanimous decision, then either party may within 14 days of the final Committee meeting demand arbitration in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. [See (B) below.]

(5) Notwithstanding the foregoing Dispute Resolution procedure, if either organization makes an attempt to resolve the dispute in accordance with the above-outlined procedures but is unable to do so, then within 14 days of the final Committee meeting or noncompliance with any deadline specified in the above process, Equity or PACT may submit the dispute to arbitration in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association.

(B) Arbitration and Claims. In matters of dispute which either have exhausted the Dispute Resolution process described in (A) above, comply with the terms of (A)(5) above, or are not subject to said process, either party may make a written demand upon the other party to submit the dispute to arbitration. The demand shall set out the matter in dispute and the relief claimed and a copy shall be sent to the American Arbitration Association ("AAA"). The parties shall agree upon an arbitrator as soon as possible after the receipt of the demand for arbitration in accordance with the AAA guidelines. The hearing shall commence within 30 days following the submission of the demand for arbitration, if possible. Both parties may appear, call witnesses, and give evidence as permitted by the arbitrator. In the arbitrator's resolution of the dispute, the arbitrator may consider the laches of either side in initiating the arbitration procedure. The decision of the arbitrator shall be rendered in writing within 30 days following the conclusion of the hearing, if possible. The parties agree to be bound by and to comply with the findings, rulings, time limits, and directions set forth by the arbitrator. The decision and/or award of the arbitrator shall be final.

Equity shall act on behalf of the Actor in any arbitration proceedings in accordance with Equity's Constitution and By-laws. No Actor is authorized to commence any arbitration proceedings without the consent of Equity. PACT shall act on behalf of the Producer in any arbitration proceedings and in accordance with PACT's By-laws. No PACT member is authorized to commence any arbitration proceedings without PACT's consent.

The expenses of the arbitration, including the compensation of the arbitrator, shall be shared equally by Equity and the Producer unless the decision or the award provided by the arbitrator includes such expenses. Both parties herein agree that all arbitrations shall take place in Chicago, or at a location mutually agreeable to both parties.

Nothing herein shall be construed to give the arbitrator the authority to amend, modify, add to, or delete any of the provisions of this Agreement or any part thereof.

(C) Expeditious Arbitration. In accordance with the regular arbitration preconditions listed in (B) above, either PACT or Equity may make a written request by registered mail, return receipt requested, for expeditious arbitration of the dispute or grievance. A copy of said request shall be sent to the AAA by registered mail, return receipt requested. Upon receipt of the request, the notified party may request a meeting with the other party, which shall be held within 72 hours of said receipt unless the parties otherwise agree. At this meeting, the parties may discuss the possibility of resolving the dispute without going through the arbitration process, but the occurrence of said meeting shall not abrogate the requesting party's right to proceed with expeditious arbitration in accordance with the terms of this provision. The expeditious arbitration procedure listed below shall be followed unless the other party objects by registered mail, return receipt requested, within 12 hours after receipt of the request. It is understood, however, that both the Producer and Equity shall be permitted to use the expeditious arbitration procedure in cases where a prompt award would necessarily limit the amount of damages at issue or in other

cases where a prompt determination is necessary or especially desirable. In any dispute relating to Rule 55(D) – Replacement or Termination Due to Actor's Inability to Perform or Rule 66(E)(2) – Just Cause, either the Producer or Equity shall have the right to invoke the following expeditious arbitration procedure despite the other party's objections.

The expeditious arbitration procedure follows:

- (1) The dispute or grievance shall be submitted to arbitration within 24 hours after the receipt of the notice by the arbitrator and the award shall be issued no later than 48 hours after the conclusion of the hearing, if possible. The parties may argue their cases orally at the conclusion of the hearing but no written briefs shall be filed.
- (2) The award of the arbitrator shall be in writing and may be issued with or without opinion. If any party desires an opinion, that party may so request, but said request shall not delay compliance with or enforcement of the award.
- (3) The failure of any party to attend the arbitration hearing as scheduled shall not delay said hearing, and the arbitrator is authorized to proceed to take evidence and issue an award as though the party were present.
- (4) Unless expressly modified herein, all other arbitration-related provisions contained in (B) above shall also apply to expeditious arbitration.

#### **RULE 22: DUES, INITIATION FEES, AND OTHER FINANCIAL OBLIGATIONS TO THE UNION.**

All Actors who are members of Actors' Equity shall, as a condition of employment, continue to be members of the union in good standing for the life of this Agreement. All Actors, except non-professionals as provided in this Agreement, who are not now members of Equity shall, as a condition of employment, become members within 31 days following the signing of this Agreement and shall thereafter remain members of the union in good standing as a condition of continued employment. All new employees hired as Actors, except non-professionals as provided in this Agreement, shall, as a condition of employment, become members of the union 31 days from the date of commencement of their employment and shall thereafter continue to be members of the union in good standing as a condition of continued employment. As defined and applied in this Agreement, the phrase "member of the union in good standing" means a person who pays initiation fees and dues (or the monetary equivalents thereof) to the union as financial obligations in accordance with the requirements of the National Labor Relations Act.

Equity shall provide the Producer two weeks' written notice to discharge any Actor covered by this Agreement for non-payment of union dues or the initiation fee (or the monetary equivalents thereof). Upon the Actor's failure to make such payment within the aforesaid period, the Producer agrees immediately to discharge the Actor, provided, however, that Equity shall withhold its demand for discharge if the Producer undertakes, with the consent of the Actor, to withhold from the Actor's salary a sum sufficient to correct the Actor's dues or initiation fee delinquency.

#### **RULE 23: DUTIES OF THE ACTOR.**

(A) Duties.

- (1) The Actor shall abide by all rules and regulations of Equity and not alter, omit, or change them in any way.
- (2) Within three days after entering into any employment contract, the Actor shall file with Equity a signed copy of that contract, including any riders or attachments.
- (3) The Actor shall be prompt at all calls and shall appear at the theatre no later than the Actor's designated call.

- (4) The Actor shall perform the Actor's services as directed and as sustained by the Stage Manager and shall conform to the language of the script.
  - (5) The Actor shall pay strict regard to makeup and dress.
  - (6) The Actor shall properly care for and check the Actor's costume and props.
  - (7) The Actor shall respect the physical property of the production and the theatre.
  - (8) The Actor shall abide by all reasonable rules and regulations of the Producer that are not in conflict with Equity rules.
  - (9) The Actor shall maintain substantially the same physical appearance as when the Actor was cast.
  - (10) The Actor shall not appear at rehearsals or performances under the influence of alcohol or any controlled substance.
  - (11) The Actor shall not agree to perform such duties as hosting, waiting tables and/or busing. (Equity shall not unreasonably withhold permission to allow an Actor to perform such duties when such duties are an integral part of the production concept or script.)
- (B) Infractions. Infractions of the above-listed rules shall subject the Actor to disciplinary proceedings in accordance with this Agreement and the Constitution and By-laws of Actors' Equity Association, where applicable.

#### **RULE 24: EQUAL EMPLOYMENT OPPORTUNITIES.**

- (A) Affirmation.
- (1) The Producer and Equity affirm their commitment to a policy of equal employment opportunities designed to promote the elimination of discrimination and to project a positive model of equal employment and multiethnic diversity within Chicago area theatres. Consistent with the foregoing, it is the intent of the parties that the selection and casting of plays and the hiring of Stage Managers shall be conducted in a manner which provides fair employment to ethnic minorities (African-Americans, Hispanic-Americans, Asian/Asian-Pacific Americans, Native Americans), women, seniors, and Actors with disabilities.
  - (2) The Producer agrees that the casting of all productions will be conducted in a manner that provides full and fair consideration to ethnic minorities, women, seniors, and Actors with disabilities. Further, active solicitation of ethnic minorities, women, seniors, and Actors with disabilities shall be evident in all ads, notices, calls, and cast breakdowns to agents and casting directors in order to ensure their participation in the casting process.
  - (3) In addition, the Producer and Equity shall encourage multiracial, multiethnic productions and the use of a flexible and imaginative casting policy known as "non-traditional casting". Non-traditional casting is designed to increase employment for ethnic minorities, women, seniors, and Actors with disabilities by the casting of those individuals in roles for which race, gender, age, or the presence or absence of a disability is not absolutely essential to the play or the character's development.
- (B) Joint Equal Employment Opportunity Committee. In furtherance of this affirmation, PACT and Equity agree to establish a standing Joint Equal Employment Opportunity Committee that shall

meet at least once every six months during the term of this Agreement to monitor the progress of the PACT Producers and Equity toward their goals of equal employment opportunities.

This Joint Committee shall be composed of no more than three representatives from PACT and three from Equity. Representatives from PACT shall include, but shall not be limited to, individuals with authority in the area of play selection and casting. In addition, PACT and Equity may each name alternates to this Joint Committee. Two representatives (or alternates) from each side shall constitute a quorum for this Joint Committee. The Joint Committee representatives and alternates shall be named within 30 days from the effective date of this Agreement.

- (C) Minority Employment Opportunity Plans. Within 120 days from the effective date of this Agreement, the Producer shall submit a Minority Employment Opportunity Plan, which should uniquely reflect the Producer's mission statement and may embody one or more of the following concepts to provide equal employment opportunities: joint productions; production exchanges; inclusion in the season of plays written for ethnic minority performers (African-Americans, Hispanic-Americans, Asian/Asian-Pacific Americans, Native Americans); non-traditional casting; concept casting; or any other creative concepts (e.g., understudy assignments, production assistantships, etc.). Each Producer's plan must be specific and, where appropriate, will include a timetable.

In furtherance of the commitment to equal opportunities in the theatre industry, Equity accepts the obligation to create and administer a program which would ensure access to minority performers and stage managers for those in each theatre who have casting and/or hiring authority. Further, Equity agrees to provide the most accurate information obtainable regarding the percentage of ethnic minorities in the work force and in Equity's membership in the region encompassed by this Agreement. A program for the provision of such information must be submitted within 60 days from the signing date of this Agreement.

- (1) Within 30 days of the end of each season, Equity and each Producer must submit a fulfillment report detailing the implementation of their plans for that season.
  - (2) The Joint Equal Employment Opportunity Committee shall review and respond to the Equity program, the PACT Producers' plans, and the fulfillment reports within 60 days after each is received.
  - (3) Within 60 days of the completion of each contract year, the Joint Committee shall review progress toward the stated goals of the Equity program and the PACT Producers' plans and issue a report to Equity and PACT that may be made public by a majority vote of the Joint Committee.
  - (4) For purposes of this Rule, the Joint Committee established in (B) above shall be considered the first step in the Dispute Resolution procedure with the following proviso: should a theatre whose plan is being considered represent PACT on the Joint Committee, that theatre shall vacate its seat when its plan is being considered. PACT shall have the right to substitute representatives so that its full complement is maintained.
- (D) Reporting. In order to facilitate the work of the Joint Committee, each Producer will maintain for each production records of ethnic minorities, females and Actors with disabilities auditioned, interviewed and/or hired and will forward such records to Equity at the end of each season.

If Equity or a Producer operating under this Agreement fails to provide information (reports, statistics, plans, etc.) mandated by the Joint Committee or this Agreement within the time frame set by the Joint Committee or this Agreement, the Joint Committee shall send a written notice to the delinquent party. If the delinquent party does not furnish said information within 10 business

days following the receipt of said notice, that party shall pay the Actors' Equity Foundation \$25.00 for each week that it fails to submit the information.

#### **RULE 25: EQUITY SPECIAL PROVISIONS.**

- (A) Representation. Equity may represent the Actor in any dispute that may arise with the Producer and in any matters arising under any Equity employment agreement. When any act, request, or consent of any such Actor is provided for in said agreement, the request, consent, or approval of Equity shall, for all purposes, be deemed the consent, request, approval or act of the Actors.
- (B) Meetings: Privilege of Actors to Attend. There shall be no rehearsals, performances, auditions, or callbacks (except in cases of dress rehearsals or rehearsals on the day of the first paid public performance) at any time when a regularly scheduled meeting of Equity is being held within the jurisdictional boundaries of this Agreement. This Rule shall not apply to Actors on an overnight tour outside these boundaries. Time off for this purpose shall not be counted as a part of that day's rehearsal.
- (C) Power to Act for the Actor.
- (1) Whenever it is provided in any employment contract that any act or thing may be done by an Actor either at the option of, with the consent of, or at the request of Equity, or on the demand of or with the consent of such Actor, then Equity (representing the Actor) has and is given the authority to act for and in place of the Actor and to assert the Actor's position or make the Actor's request or demand, as the case may be, with all of the power and authority of the Actor himself/herself, without liability to itself.
- (2) In all cases where, by virtue of any employment contract, the consent or approval of Equity is required, Equity has and reserves full discretionary power in giving its consent to change, modify, or limit rights of any Actor under this Agreement, said action to be taken on behalf of Equity, in writing, by either the President or Executive Director, or one of the executives especially authorized by either of said individuals to act.
- (D) Oral and Written Interpretations. Oral or telephone rulings made by Equity representatives are not binding upon Equity or, without its consent, upon the Actors. Written confirmation of these rulings shall be forwarded to the Producer upon request.
- Written rulings or interpretations of the employment contract or this Agreement must be either approved or given by the President, the Executive Director, or one of the executives specifically authorized by either of said individuals to act and shall be binding upon Equity only when said persons act within the powers delegated to them by Equity.
- (E) Powers. Should there be any conflict between any rules or any basis for more than one interpretation as to the meaning of any of the rules, Equity has the right to determine the correct interpretation or resolve the conflict, and its decision shall be binding upon the Actors.

#### **RULE 26: EXTRAS.**

- (A) Function and Definition. The function of an "extra" is to provide atmosphere and background only. An extra may not be identified as a definite character, either singly or within a group, except as provided below, and may not be required to change makeup. An extra may make, however, up to two costume changes. An extra may not be rehearsed more than two weeks before the first paid public performance, may not speak except in omnes, may not sing (except with the consent of Equity in relation to a particular play), or dance. [But see (1) and (2) below.]
- (1) Supplemental Extras. An extra may become a supplemental extra within the parameters of the below-listed description. A supplemental extra may be identified as

being of a general nature, *i.e.*, the sentry, the doorman, the mailman. Within a group of three or more, a supplemental extra may also be identified as a character for the purpose of adequately representing the nature of that group, *i.e.*, a sergeant with a group of soldiers, townspeople differentiated as to profession and type of reaction within the group. Within a group, a supplemental extra may speak a single line, either fragmented to provide a realistic response or emerging singly but representatively from the group.

- (2) Supplemental extras may sing and dance in dramatic plays where professional execution of professional singing and dancing is not required.
  - (3) A list of supplemental extras shall be supplied to Equity prior to the commencement of rehearsals and Equity shall be notified of any additional supplemental extras assigned during the rehearsal process prior to the first paid public performance. This notification may be by email. Once the show is in performance, extras shall be reported on the weekly report.
  - (4) Determination of a supplemental extra is subject to Rule 13(B).
- (B) Minimum Equity Contracts. Extras shall not be counted in determining the number of contracts required for a particular production.
- (C) Equity Membership Candidates. "Extra" work by Equity Membership Candidates will not count toward credit in the EMC Program without the express permission of Equity.

#### **RULE 27: FLEXIBILITY — NEW THEATRE SPACE.**

- (A) New Theatre Space. When a currently operating Seasonal PACT Producer moves the Producer's entire existing theatre operation into a new facility, Equity and the Producer shall negotiate terms for an appropriate transition plan.
- (B) Additional Theatre Space. If a Producer operating under the terms of this Agreement adds a theatre space to the Producer's existing operation, said space shall operate under the appropriate terms of this Agreement as set forth in Rule 48 – POTENTIAL WEEKLY BOX OFFICE GROSS, COMPANY TIERS, AND MINIMUM NUMBER OF EQUITY CONTRACTS, unless Equity and the Producer shall negotiate otherwise.

#### **RULE 28: HOUSING.**

[For housing on tour, see Rule 68(G)(3) — Housing.] Housing for out-of-town Actors shall be provided at no cost to the Actor. [See Rule 44 – PER DIEM.] The securing of housing and transportation shall not be the responsibility of the Stage Managerial staff. The Actor's housing provisions must be stated in a rider to the Actor's contract, and the below-listed minimum conditions must be met.

- (A) Clean and Sanitary. All housing provided by the Producer shall be clean and sanitary upon occupation by the Actor and shall include bedding, bed linens, and towels. The Producer shall use best efforts to provide high-speed Internet access in the Actor's room/apartment. Where a kitchen is included, cooking and eating utensils shall be furnished. The Producer shall provide the Actor with an inventory of the contents of the housing to the best of the Producer's knowledge no later than two weeks prior to the first rehearsal. The Actor shall not be required to share a bedroom or bathroom. The Producer shall make best efforts to provide safe and secure housing. Equity retains the right to inspect the Actor's living quarters.
- (B) Telephone Accessibility. There shall be an existing phone line available at no cost to the Actor in the Actor's living accommodations. Upon the Actor's request, the Producer will assist the Actor in obtaining a telephone in the Actor's living accommodations; this phone shall be installed and maintained at the Actor's expense.

- (C) Local Transportation. In all cases in which there is no available public transportation and no available suitable public dining and/or suitable living accommodations within one-half mile by normal transportation route to the theatre, the Producer shall furnish, at the Producer's own expense, roundtrip transportation to the Actor for all performances, rehearsals, and/or meals as the case may require. Public transportation shall not mean public conveyances for private hire such as taxis.

Said transportation shall be in a fully insured vehicle, operated by a fully licensed driver, and each Actor shall be provided with a seat in said vehicle. This transportation shall be furnished in such a manner that the Actor will arrive at the theatre 30 minutes prior to the beginning of each performance and promptly for each rehearsal. Transportation shall be available to return the Actor to the Actor's living quarters no later than 30 minutes after each performance and promptly after each rehearsal.

It is agreed that where public transportation is available, the Actor should be able to return to the Actor's lodgings no later than one hour after the Actor leaves the theatre.

When suitable accommodations are available within two miles by normal transportation route, but the Actor elects to be housed beyond that area, the Producer shall not be obligated to furnish such transportation. In determining the suitability of any accommodation, due consideration shall be given to whether the cost is commensurate with the Actor's salary.

- (D) Relatives and Pets. The Producer shall not be responsible for the room and board of relatives or pets. However, upon request, the Producer shall provide the following information to the Actor who plans to bring a child to the place of engagement: day care, babysitting services, pediatricians, and suitable housing. The Producer shall be held harmless with respect to an Actor's use of said information.

#### **RULE 29: ILLNESS AND LEAVES OF ABSENCE.**

- (A) Illness.

(1) Standard Contract. If the Actor cannot perform due to illness, injury (except for an injury or illness covered by workers' compensation), or any other valid reason, the Actor shall not be entitled to any salary for the time during which said services shall not be rendered, except as provided in (B) below. Should the foregoing condition (except for an illness or injury covered by workers' compensation) continue for a period of seven out of 12 consecutive performances, either party may terminate said contract and the Producer shall pay for all services to date. [See also Rule 53(A)(13)(a) – Absence From.]

(2) Term Contract. If the Actor cannot perform due to illness, injury (except for an injury or illness covered by workers' compensation), or any other valid reason, the Actor shall not be entitled to any salary for the time during which said services shall not be rendered, except as provided in (B) below. Should the foregoing condition (except for an illness or injury covered by workers' compensation) continue for a period of 10 days or more (or appear that it will necessarily do so), Equity, at the request of the Producer, shall have full power to modify or terminate the Actor's contract on such terms as it may consider just if Equity shall be satisfied that it will be necessary for the Producer to employ a successor under a Term Contract. [See also Rule 53(A)(13)(b) – Absence From.] If during such illness an Actor other than an Understudy plays the part and the original Actor has not requested and received Disability Leave under the provisions of (D) below, the original Actor shall give two weeks' notice of the date of the Actor's return to the cast, together with a doctor's certificate certifying the Actor's ability to perform on that date, and on the Actor's return, the Actor shall give, at the Producer's request, three days' free rehearsals.

- (B) Sick and/or Bereavement Leave. Each Actor shall be entitled to one working day of paid sick and/or bereavement leave during the first four weeks of employment and for each four weeks or part thereof thereafter. There shall be no limit as to the amount of leave an Actor may accumulate. In the event an Actor has accumulated such leave, the Actor shall be paid for each absence up to the amount of the Actor's accumulated time for illness and up to three days for each bereavement leave. In the case of bereavement leave, the Producer may grant additional days for which the Actor will not be paid. In the case of illness, if an Actor still needs time but has exhausted the Actor's accumulated sick leave, the Actor may use any accumulated vacation pay/days due under this Agreement, provided the Producer agrees to this in writing with a copy to Equity. In both instances the Producer may require reasonable proof of illness or need for bereavement leave. [See also Rule 53(A)(13) — REHEARSALS.]
- (C) Personal Day. In commercial productions, the Actor shall be entitled to take one unpaid personal day after every 26 weeks of employment.
- (D) Disability and Disability Leave. If an Actor becomes disabled during the course of employment in the production but is able to perform the Actor's role to the satisfaction of the Producer and/or the Producer's representative, the Producer shall make appropriate adjustments with respect to costumes, staging, and other related matters for said disabled Actor. If an Actor becomes disabled during the course of employment in the production but is unable to perform the role to the satisfaction of the Producer and/or the Producer's representative, the Actor shall be eligible for Disability Leave in accordance with the following provisions:
- (1) An Actor who is unable to work may request an unpaid leave of absence for a period of up to 12 months.
  - (2) Such request must be supported by an acceptable medical certificate indicating the time necessary for the leave.
  - (3) The Actor shall be eligible to request only one such leave for any single medical condition within any collective bargaining period.
  - (4) The Producer shall use best efforts to ensure that the duration of the leave relates to the nature of the disability. However, in order to accommodate the needs of the production, the Producer may require that the leave be up to three months in length.
  - (5) An Actor on approved leave must notify the Producer at least one month prior to the expiration of the leave of the Actor's intention to return to work as scheduled or to resign.
  - (6) When a disability leave is requested, Equity will advise the Actor about sick leave benefits, health benefits, medical coverage, and, if applicable, the procedures for direct payment.
  - (7) Prior to an Actor's return from a leave, the Actor will be required to establish that the Actor is able to meet the artistic and physical requirements of the production. In addition, at the Producer's option, the Actor may be required to submit to an appropriate examination by the Producer's medical representative at the Producer's expense. The Actor, at the Actor's option, may seek a second opinion at the Actor's expense.
  - (8) The Actor's salary upon the Actor's return to the production shall not be less than it was when the leave began and shall reflect any increases required by this Agreement during the time of the leave.
  - (9) An Actor on a Term Contract shall be eligible to request a leave under this provision only if at least nine weeks remain on the Actor's contract on the first day of disability. If the

Actor is eligible and elects to take a disability leave, the Actor will complete the remaining term of the contract upon the Actor's return to the production.

- (10) A Temporary Replacement Actor may be hired under a "Replacement Contract" for periods up to the full term of the Actor's leave. The Replacement Actor may be employed for the designated term on a Standard or Term Contract. Under no circumstances will the Producer be required to employ both Actors simultaneously. Such Replacement Actors will not be eligible for disability leave under the terms of this provision.
- (11) During the term of disability, the Actor shall not be entitled to any salary for the time during which services are not rendered. Upon the Actor's return to the production, the Actor shall give no more than three days of free rehearsals.

### **RULE 30: INSURANCE.**

- (A) Social Security and Unemployment Insurance. It is understood and agreed that the Actor is entitled to the benefit of all federal and state laws relating to social security and unemployment insurance, and during the term of the Actor's contract, the Producer shall pay any and all taxes or payments required from employers under the provisions of said laws. In the event the services of the Actor are not subject to the compulsory provisions of the federal social security laws or the unemployment compensation laws of the state in which the theatre is located, the Producer agrees to elect to cover the Actor and pay contributions on the earnings of the Actor under the elective provisions of the unemployment compensation laws of the state in which the theatre is located. In the event the Producer is not eligible to elect to come under the state unemployment compensation laws, the Producer agrees to elect to come under the unemployment compensation laws of the state of the Producer's principal place of business, the state of the Actor's residence, or the state in which the contract of employment was entered.
  - (1) Filing Reports. The Producer agrees to execute and file the necessary forms required by the unemployment compensation laws under which the Producer has elected to cover the Actor and the Producer shall notify the Actor of said election.
  - (2) Verification. The Producer agrees to furnish the Producer's unemployment registration number to the Actor and to Equity as soon as such number is assigned. Further, the Producer shall execute the form now called the "Producer's Statement and Questionnaire" at the time of executing the Producer's Agreement.
- (B) Workers' Compensation. The Producer agrees to obtain and maintain workers' compensation insurance coverage for all Actors, including Stage Managers, Assistant Stage Managers, Chorus Actors, Understudies, and Extras in the Producer's employ. The Producer shall submit appropriate documentation to Equity upon request.
  - (1) Report of Accidents. Within 24 hours of each occurrence, the Actor shall report all accidents and injuries to the Stage Manager and the Producer or the Producer's representative.
  - (2) Supplemental Workers' Compensation. The Producer agrees to provide Supplemental Workers' Compensation, supplementing workers' compensation disability benefits, through a group policy administered by the Equity-League Health Trust Fund at a cost not to exceed \$2.00 per Actor per week, which is included in the health rates listed in (C) below.
- (C) Hospitalization and Medical Insurance.
  - (1) PACT Producers. The PACT Producer agrees to pay to the Equity-League Health Trust Fund the below-listed rate for each Actor in each workweek that the Actor is engaged on

an Equity contract. These rates include the Supplemental Workers' Compensation plan payment. [See (B)(2) above.] The Producer shall begin paying the health contribution upon the Actor's first day of employment, including rehearsals. A health contribution shall never be prorated.

(a) Effective June 29, 2009 through June 27, 2010:

Tiers 1, 2, and 3	\$136.00
Tier 4	\$137.75
Tier 5	\$155.00
Tier 6	\$165.00

(b) Effective June 28, 2010 through June 26, 2011:

Tiers 1, 2, and 3	\$142.00
Tier 4	\$148.00
Tier 5	\$155.00
Tier 6	\$165.00

(2) Non-Pact Producers. The non-PACT Producer agrees to pay to the Equity-League Health Trust Fund the below-listed rate for each Actor in each workweek that the Actor is engaged on an Equity contract. These rates include the Supplemental Workers' Compensation plan payment. [See (B)(2) above.] The Producer shall begin paying the health contribution upon the Actor's first day of employment, including rehearsals. A health contribution shall never be prorated.

(a) Effective June 29, 2009 through June 27, 2010: \$217.00

(b) Effective June 28, 2010 through June 26, 2011: \$239.00

(3) Health Trust Fund. The Producer further agrees to be bound by the Agreement and Declaration of Trust establishing the aforesaid Health Trust Fund, including all its rules and regulations and any and all amendments and modifications thereto that may be adopted by its Trustees during the term of this Agreement.

### **RULE 31: JOINT EQUITY/PACT COMMITTEES.**

PACT and Equity recognize the mutual benefit of joint meetings with representatives of both parties, and therefore agree to establish joint committees to study, explore, and make recommendations in areas of mutual concern which have been referred to the committees, by agreement of both parties, or as so stipulated by provisions of this Agreement. PACT and Equity further agree that a joint committee shall be required to meet within 30 days if requested in writing by either party. [See also Rule 24(B) – Joint Equal Employment Opportunity Committee.]

(A) Committee Structure.

(1) Any joint committee shall consist of not more than five representatives from each organization. At its discretion, any committee may create working subcommittees as required by the specific issues under study.

(2) Each party shall pay the expenses, if any, incurred by its permanent committee members.

(B) Authority and Function. Any committee's authority shall be limited to discussion, exploration, and study of subjects either referred to it by the parties or stipulated by this Agreement. No

committee shall engage in collective bargaining or in any way modify, add to, or detract from the provisions of this Agreement.

- (C) Advisory Issues. Discussions shall be in areas of appropriate mutual concern as referred to the committee, and shall include, but not be limited to, the following:
- (1) Developing Technologies. Equity and PACT recognize the potential influence of developing technologies on the operation of theatre in the areas of marketing and audience development, documentation and archives, directorial and production processes (including understudy and replacement rehearsals), mechanical recordings of all types made for use in the production, and future monetary benefits to the Producer and to the Producer's employees. To that end, PACT and Equity agree to work jointly towards the development and implementation of strategies that will benefit PACT Producers and their employees in areas that are not in conflict with the terms of this Agreement.
  - (2) Funding Cooperation. Equity and PACT recognize a mutual interest in the advancement and maintenance of a strong theatre arts-oriented funding and investment community. To facilitate this, PACT and Equity agree to work jointly towards the creation and implementation of marketing, audience development, and funding strategies for desired local, state, and federal governmental support of theatre and theatre artists.
  - (3) Safe Work Place. Equity and PACT recognize the commitment made by both parties within this Agreement to the safe operation and maintenance of the theatre as a work place. PACT and Equity agree to work jointly to identify hazardous environments within the theatre. [See also Rule 58(U) – Joint Equity/PACT Committee.]
  - (4) Joint Dispute Resolution Committee. Equity and PACT agree to establish a Joint Dispute Resolution Committee. That Committee shall provide a forum for the consideration of such matters as may be referred to it under the provisions of the Dispute Resolution procedures of this Agreement. [See also Rule 21(A)(4) — DISPUTE RESOLUTION.]
- (D) Committee Reports. Joint committees shall report to both parties in writing on discussions, studies, explorations, and recommendations as provided for in this Agreement. Upon receipt of the written report, both parties agree to make best efforts to implement all such recommendations not in conflict with the Agreement.

### **RULE 32: JUVENILES.**

When an Actor under the age of 16 ("Juvenile Actor") is employed, the Producer agrees to establish a program in consultation with the Juvenile Actor's parents or guardian and school which will provide for: (a) the security and proper supervision of the Juvenile Actor to the satisfaction of the Juvenile Actor's parents or guardian and the Producer; and (b) the proper education of the Juvenile Actor to the satisfaction of the Juvenile Actor's parents or guardian, school and Producer. A rider shall be attached to the Juvenile Actor's contract outlining the program.

The Producer shall provide active supervision for all children under the age of 16 during the rehearsal and performance period, from the Juvenile Actor's designated call until a parent or guardian comes to get the Juvenile Actor after rehearsal has ended or after curtain down. Such person shall not be assigned any other duty under the jurisdiction of Equity for that production except as provided in Rule 63(J)(3)(e) – Duties and Obligations of a Stage Manager.

### **RULE 33: LAWS GOVERNING.**

All contracts of employment shall be subject to, construed by, and all the rights of the parties thereto shall be determined by the laws of the State of Illinois.

If any provision of this Agreement should be held invalid or unlawful by any tribunal of competent jurisdiction, the remaining provisions shall not be affected thereby but shall remain severally valid, binding, and in full force and effect.

**RULE 34: MILITARY SERVICE OF THE ACTOR.**

If the Actor is called to report for military service, the Actor may terminate the Actor's contract by giving the Producer as much notice as the circumstances will permit.

**RULE 35: MONIES IN EXCESS OF REQUIRED MINIMUM.**

Any monies paid directly to the Actor in excess of contractually required minimums, such as money for per diem, housing, baby-sitting, local transportation, etc., shall be subject to Working Dues deductions and Pension contributions and may be subject to federal and state taxes.

**RULE 36: MORE REMUNERATIVE EMPLOYMENT.**

More remunerative employment ("MRE") may be exercised only when it involves employment under a union contract in the entertainment industry. It may not be used to seek employment under any circumstances. [See (E) below.] The Producer shall not be required to pay the Actor for time the Actor misses due to more remunerative employment.

- (A) 13-Day Blackout Period. In each production, no Actor shall be able to exercise the provisions of more remunerative employment during the 13 consecutive calendar days stipulated by the Producer on the face of the Actor's contract. Said 13 consecutive calendar days shall include at least a portion of the designated tech week or the workweek containing the first paid public performance.
- (B) Tiers 1, 2, and 3. The Producer may require the Actor to execute the Equity/PACT MRE Notification Form provided that it is neither a prerequisite nor an impediment to the Actor's ability to proceed with the MRE process below.
  - (1) No More Than Two Days' Employment. Should the Actor engaged under a Tier 1, 2, or 3 contract be offered more remunerative employment of no more than two days under a 4-A's contract, the Actor shall be free to accept such employment upon written notice to the Producer and Equity. This written notice must be received by the Producer or the Producer's duly authorized representative as soon as the Actor knows of said employment but no later than 11:00 AM on the day prior to the first rehearsal or performance to be missed. In no event, however, may notice be less than 24 hours prior to the Actor's first absence from rehearsal or performance. If proper notice is not given within the above-specified time, the Producer is not obligated to release the Actor. [See (E) below.]
  - (2) Up to One Week of Employment. Should the Actor engaged under a Tier 1, 2, or 3 contract be offered more remunerative employment of at least three days but not more than seven days under a 4-A's contract, the Actor shall be free to accept such employment upon 72 hours' written notice to the Producer and to Equity. If said 4-A's employment should extend beyond seven days, the Producer may terminate the Actor's contract upon written notice to the Actor and Equity with no further financial obligation by the Producer to the Actor. If proper notice is not given within the above-specified time, the Producer is not obligated to release the Actor. [See (E) below.]
  - (3) Long-Term Employment (8 to 14 Days). Should the Actor engaged under a Tier 1, 2, or 3 contract be offered more remunerative employment of more than seven days but less than 15 days under a 4-A's contract, the Actor shall be free to accept such employment

upon seven days' written notice to the Producer and Equity. If said 4-A's employment should extend beyond 14 days, the Producer may terminate the Actor's contract of employment upon written notice to the Actor and Equity with no further financial obligation by the Producer to the Actor. [See (E) below.]

- (C) Tiers 4 and 5. The Producer may require the Actor to execute the Equity/PACT Notification Form provided that it is not a prerequisite nor an impediment to either the Actor's or the Producer's ability to proceed with the MRE process below.
- (1) No More Than Two Days' Employment. If an Actor engaged under a Tier 4 or 5 contract is offered more remunerative employment of no more than two days under a 4-A's contract, the Actor shall give at least 48 hours' written notice to the Producer, and the Producer shall agree to release the Actor from rehearsal and/or performance unless a sufficient reason exists for denial. Such reason shall be given in writing to both the Actor and Equity within 24 hours of the Actor's request. If proper notice is not given within the above-specified time, the Producer is not required to release the Actor. [See (E) below.]
  - (2) Up to One Week of Employment. If an Actor engaged under a Tier 4 or 5 contract is offered more remunerative employment of at least three days but not more than seven days under a 4-A's contract, the Actor shall give at least 72 hours' written notice to the Producer, and the Producer shall agree to release the Actor from rehearsal and/or performance unless a sufficient reason exists for denial. Such reason shall be given in writing to both the Actor and Equity within 24 hours of the Actor's request. If said 4-A's employment should extend beyond seven days, the Producer may terminate the Actor's contract of employment upon written notice to the Actor and Equity with no further financial obligation by the Producer to the Actor. If proper notice is not given within the above-specified time, the Producer is not required to release the Actor. [See (E) below.]
  - (3) Long-Term Employment (8 to 14 Days). If an Actor engaged under a Tier 4 or 5 contract is offered more remunerative employment of more than seven days but less than 15 days under a 4-A's contract, the Actor shall give at least seven days' written notice to the Producer, and the Producer shall agree to release the Actor from rehearsal and/or performance unless a sufficient reason exists for denial. Such reason shall be given in writing to both the Actor and Equity within 24 hours of the Actor's request. If said 4-A's employment should extend beyond 14 days, the Producer may terminate the Actor's contract of employment upon written notice to the Actor and Equity with no further financial obligation by the Producer to the Actor. If proper notice is not given within the above-specified time, the Producer is not required to release the Actor. [See (E) below.]
- (D) Day Shoot. An Actor accepting a "day shoot" not requiring more remunerative employment must secure a release from that "day shoot" to assure the Actor's presence at the theatre no later than 30 minutes prior to curtain time. Failure to secure such a release and the subsequent tardiness of the Actor may subject the Actor to the provisions of (E) below.
- (E) Violation. Should an Actor improperly be absent from rehearsals or performances, violate any of the provisions of this Rule, or fail to abide by the conditions set forth in the Equity/PACT MRE Notification Form, the Actor may be subject to:
- (1) Immediate dismissal by the Producer without further financial obligation by the Producer to the Actor;
  - (2) The expeditious arbitration provisions of this Agreement; and/or
  - (3) Disciplinary proceedings in accordance with the Constitution and By-laws of Actors' Equity Association.

(F) Buy-Out Option.

- (1) During the Term of the Contract. The Actor may agree in a written rider to the Actor's contract not to apply the provisions of more remunerative employment during the term of the contract provided that the Producer pays the Actor no less than \$50.00 per week in addition to the Actor's contractual salary (but in no case less than \$50.00 above the Tier 4 minimum salary) plus any other required compensation (e.g., additional duties payments, clothing rental, Understudy payments, etc.).
- (2) Extended Blackout Period. The Actor may agree to extend the 13-day blackout period stipulated on the face of the Actor's contract by an additional six consecutive days. The dates of the extended blackout period shall be stipulated in a written rider to the Actor's contract, and the Producer shall pay the Actor no less than \$100.00 for this extended blackout period in addition to the Actor's contractual salary plus any other required compensation (e.g., additional duties payments, clothing rental, Understudy payments, etc.).

(G) Replacement by Nonprofessional Understudy. [See Rule 70(D) – Replacement of Actor by Nonprofessional.]

**RULE 37: MOTION PICTURE AND/OR TELEVISION RIGHTS.**

- (A) Equity Motion Picture and/or Television Rights Agreement. If the Producer either directly or indirectly owns or participates in the motion picture and/or television rights of a production, the Producer shall agree to sign the Equity Motion Picture and/or Television Rights Agreement prior to the signing of any individual employment contract.
- (B) Producer's Representation. The following clause appears in all contracts of employment. "The Producer warrants and represents that:
  - (1) The Producer (does have) or (does not have) an interest and/or right in the play presently entitled (name of play);
  - (2) The play named above is an original play and the production herein is the first production in the United States in which Actors are employed; and
  - (3) The Producer, or person or persons holding or participating in the motion picture and/or television rights, has signed the Equity Motion Picture and/or Television Rights Agreement agreeing to its terms." (Delete (1), (2), and/or (3) before the Actor signs the contract, if inapplicable.)
- (C) The Producer and the Actor agree and recognize that the inclusion of the above-referenced Producer's representation in each Actor's contract of employment is offered as a material inducement to the Actor to sign the contract. In the event the motion picture and/or television rights are subsequently sold, the Producer agrees that the first monies received from said sale or other disposition of these rights, excluding the first \$1,000.00 received or disbursed by the Producer, shall be used to reimburse all Actors engaged under this Agreement who originally appeared, Stage Managed, or Understudied at the first paid public performance hereunder, in an amount equal to no less four weeks' salary at the applicable CAT Tier 6 minimum which prevailed at the time the production was under the Equity agreement. Any reimbursement under this provision, however, shall not exceed 25% of the total monies received or disbursed by the Producer from said sale. The obligation herein is for the benefit of Equity and the Actors and shall survive the termination of this Agreement for a period not to exceed two years from the closing of the production.

**RULE 38: MOVING A CAT PRODUCTION TO ANOTHER CAT THEATRE SPACE.**

- (A) Any Producer may move a production to another performance space within the Chicago area as follows:
- (1) If the production is moving into a space that requires the use of a higher Tier as determined by the provisions of this Agreement, all the terms and conditions of the higher Tier shall apply.
  - (2) If the production is moving into a space that would allow for the use of a lower Tier as determined by the provisions of this Agreement, the Producer agrees to maintain the salary of all Actors participating in the move at no less than their original salary and pay any adjustments mandated or negotiated in accordance with this Agreement. An Actor who terminates the contract after the move may be replaced by an Actor on a contract at the applicable lower Tier minimum. The number of Equity contracts shall not be decreased as a result of such move.
- (B) If the original Producer is a member of PACT, however, and the Producer moves a production that meets all of the below-listed conditions, the Producer shall be allowed to operate with the required minimum number of Equity contracts at a salary level of no less than 85% of the new Tier minimum for the first six weeks of the performance run following the move. Beginning with the seventh week, the applicable Tier's minimum salary shall be in effect. The requisite conditions are:
- (1) The move shall be on an open-ended run;
  - (2) The move requires the use of a higher Tier; and
  - (3) The move increases the minimum number of Equity contracts.
- (C) Hiatus. If the move to another theatre space results in a break in employment, the Producer may maintain the Actor's contract during the break without compensating the Actor, if the following conditions are met:
- (1) Guarantee. After the hiatus, the Producer guarantees the Actor's employment for a term equal to the number of weeks of the hiatus plus two additional weeks. Said weeks shall be guaranteed at the new contractual rate.
  - (2) Notice of Break in Employment Caused by a Move. Each Actor shall receive no less than two weeks' prior notice of the hiatus. Said notice shall be in writing with a copy to Equity and shall include the terms of the above guarantee.
  - (3) Notice of First Rehearsal and/or First Performance Date. The Producer shall give the Actor written notice of the first rehearsal and/or performance dates following the hiatus no later than the day of the last performance of the current run. [See also Rule 53(H)(2) – Rehearsal During Moving Week.]
  - (4) Out-of-Town Actors. Any out-of-town Actor, at the Actor's choice, if unscheduled at the time of contract signing, or at the Producer's choice, if scheduled at the time of contract signing, shall be provided, at the Producer's expense, either transportation to the Actor's home for the duration of the hiatus and then back again, or housing and a per diem in an amount that is no less than that required under the Touring Rule of this Agreement for the duration of the hiatus. [See Rule 68(G)(2) – Per Diem.]
- (D) Rights in a Move. Should the Producer move a play within eight weeks after the last performance of its current run, the Producer shall offer each Actor who was engaged in said play for a period

of not less than four weeks at the time of its closing an opportunity to continue in the same role or function for which the Actor was engaged for a period of no less than four weeks. Such offer shall be in writing with a copy to Equity. Notwithstanding minimum guarantees of employment to the contrary which might appear in the higher Tier to which the Actor is signed, the Producer agrees to pay any Actor not so offered the identical role or function no less than three weeks' salary at the applicable Tier 6 minimum.

### **RULE 39: MUSICAL PRODUCTIONS.**

For the purpose of this Agreement, a "musical" is defined as a production that has, as an integral and major part of its thematic nature, the use of singing and/or dancing (e.g., THE MUSIC MAN, a musical comedy, SMOKEY JOE'S CAFE, a musical revue, THE PIRATES OF PENZANCE, a light opera).

As soon as they are available, the Producer shall furnish to Equity the scripts of scheduled new musicals and new adaptations of musical productions with casting breakdowns of principal parts and an indication of the number of nonprofessional principal and chorus performers to be used.

Equity will then respond with its breakdown of Principal and Chorus roles. Where differences exist, Equity's determination shall hold for contract filing. Final determination shall be made when the production is frozen and contracts shall be changed to reflect this determination. When Equity's initial determination is no longer valid, the Producer shall not be charged a penalty. Equity retains final authority in role determination.

All work rules contained in this Agreement shall also apply to musical productions.

- (A) Dance Partners. An Actor shall be permitted to partner or be partnered by a nonprofessional dancer. Should a dispute arise as to the safety of this partnering, such partnering may only continue with the unanimous approval of an on-site committee consisting of the Deputies, Dance Captain, and Stage Manager.
- (B) Piano Rehearsal. At the Producer's own expense, the Producer shall provide a piano rehearsal for all Chorus Understudy and/or Replacement rehearsals.

### **RULE 40: NONPROFESSIONALS AND THE EQUITY MEMBERSHIP CANDIDATE ("EMC") PROGRAM.**

In fulfillment of its responsibility as outlined under the "Recognition" clause of this Agreement [see: Recognition], but cognizant of the desire of nonprofessional actors to achieve "professional" status, Equity will permit the employment of nonprofessionals under specific conditions of this Agreement as indicated below. [See Rule 48(F) — POTENTIAL WEEKLY BOX OFFICE GROSS, COMPANY TIERS, AND MINIMUM NUMBER OF EQUITY CONTRACTS.] Individuals who do not meet the requirements outlined in this Rule must be signed to Equity contracts.

- (A) Employment. The Producer may employ nonprofessionals (i.e., Equity Membership Candidates, local jobbers, and students) who are not members of any branch of the 4-A's (AFTRA, SAG, AGVA, AGMA, etc.) and/or who are not members of a performer's union outside the United States.
- (B) Registration. The Producer shall provide Equity with a list of all actors in the cast and their social security numbers no later than the end of the first week of rehearsals. The Producer shall submit to Equity a Nonprofessional Registration Form (provided by Equity) for each nonprofessional engaged in the production no later than one week after Equity notifies the Producer of the appropriate required form. In addition, nonprofessionals shall be reported on the weekly report form filed by the Producer with Equity. [See Rules 56(A)(3) and (B) – Nonprofessional Registration Form, Failure to File.]

(C) Verification. With respect to EMC's, upon request of the Producer, Equity will provide such records as are available to Equity.

(D) Definitions.

(1) Local Jobber. A "local jobber" is a bona fide resident of the community in which the theatre is located who does not intend to make a career in professional theatre. Individuals who have previously performed at Equity theatres and members of any 4-A's unions may NOT register as local jobbers.

(2) Student. A "student" must be matriculated for a degree in an accredited institution of learning.

(3) Equity Membership Candidate. An "Equity Membership Candidate" ("EMC") is an individual who is interested in obtaining training for the theatre, intends to make a career in the performing arts, and is properly registered with Equity as an EMC.

(E) Equity Membership Candidates.

(1) Completion of Production as an EMC. An EMC who completes the required number of creditable weeks during the period of a production will be allowed to complete that production as an EMC provided that:

(a) The work assignment in that production remains the same; and

(b) The production is part of a season and not an open-ended run. If the production is an open-ended run, Equity retains the right to be the sole determinant of an appropriate end date.

(2) Verification. [See (C) above.]

(3) Replacement by Nonprofessional. An Equity Membership Candidate may be replaced by a nonprofessional.

(4) Exemptions. If a Tier 1 or 2 theatre hires fewer than four Actors on Equity contracts in any production, no one in that cast shall be eligible for participation in the EMC Program, except that 4-A's union members must be or become members of the EMC Program. Producers exempted from participation in the EMC Program under this Rule still must register all nonprofessionals associated with the production.

#### **RULE 41: NO STRIKE OR LOCKOUT.**

(A) There shall be no strike, boycott, interruption of work, stoppage, temporary walkout, or lockout for any reason during the term of this Agreement, except that if either party shall fail to abide by the received decision of an arbitrator under Rule 21 — DISPUTE RESOLUTION of this Agreement, the other party shall not be bound by this provision.

(B) The parties agree that as part of the consideration of this Agreement, neither Equity nor any of its officers, agents, or members shall be liable for damages for unauthorized stoppages, strikes, slowdowns, or suspensions of work if:

(1) Equity gives written notice to the Producer and the Company Deputy within 24 hours of notice from the Producer of such action that it has not authorized the stoppage, strike, slowdown or suspension of work; and

- (2) Equity further cooperates with the Producer in getting the employees to return to and remain at work.
- (C) It is recognized that the Producer has the right to take disciplinary action, including discharge, against any Actor who is engaged in any unauthorized strike or work stoppage, subject to Equity's right to submit to arbitration, in accordance with this Agreement, the question of whether or not the Actor did engage in any unauthorized strike or work stoppage.
- (D) Nothing in this Rule or otherwise shall be deemed to prohibit or inhibit Equity and/or its members from taking any action it deems necessary (such as striking, picketing, or other concerted activity) to enforce the payment of agreed minimum and/or contractual salaries and/or the payment of agreed pension and health contributions by the Producer.
- (E) It is agreed that Equity cannot guarantee that its members will pass through a picket line if any union(s) or organized groups of employees are on strike or locked out. This Agreement shall not be considered breached by Equity because of the failure or refusal of members of Equity to pass through a picket line under these circumstances. Equity and its members shall only be considered responsible for the non-performance of work if the Actors could have performed their work without molestation or interference.

**RULE 42: NUDDITY.**

(A) Interviews/Auditions.

ACTUAL SEX ACTS SHALL NOT BE PERMITTED UNDER ANY CIRCUMSTANCES.

Nudity shall not be permitted at Principal interviews.

Nudity at auditions (Principal and/or Chorus) shall not be permitted without the express written consent of Equity and shall be subject to the following guidelines:

- (1) The Actor shall not disrobe in whole or in part until after the Actor has been auditioned as a Principal Actor or Chorus singer and/or Chorus dancer;
- (2) The Stage Manager or an official Equity representative is present; and
- (3) To Equity, and in writing, the Producer must attest to the direct professional and artistic supervisory capacity of all persons present (i.e., Producer, director, choreographer).

IF THE PRODUCER BREACHES ANY OF THE ABOVE PROVISIONS, THE PRODUCER SHALL BE ASSESSED DAMAGES OF ONE WEEK'S APPLICABLE MINIMUM SALARY OR ONE WEEK'S MINIMUM PRODUCTION CONTRACT SALARY, WHICHEVER IS HIGHER, FOR EACH VIOLATION OF ANY OF THE PROVISIONS SET FORTH ABOVE FOR EACH ACTOR INVOLVED.

(B) Rehearsal/Performance.

ACTUAL SEX ACTS DURING REHEARSAL OR PERFORMANCE SHALL NOT BE PERMITTED.

- (1) The Actor shall not appear nude or perform acts of a sexual nature in the course of a stage presentation unless the Actor has been advised and gives written consent at the time of contract signing. The script shall be submitted to the Actor for review prior to contract signing if the Actor so requests. After the contract has been signed, upon the request of the Producer and with the permission of Equity, the Actor may agree to appear nude or perform acts of a sexual nature upon the signing of an additional rider.

- (2) The Actor shall not pose for nude photographs nor appear nude for any motion picture filming or other forms of visual recording without the Actor's prior written consent.
- (3) Photographs in which any Actor appears nude or performs an act of a sexual nature shall not be used in any way without the prior written consent of each Actor appearing in the photograph (or copy of the photograph) on a fully executed Equity Nude Photograph/Video Release Form. The Actor's written consent must also appear on a copy of the photograph release. Such request to utilize the photograph must specify the specific use for the photograph. The signed, released photograph and release form shall be filed with Equity. The Producer and the Actor shall keep duplicate records.

Prior to the release or use of any film, video, or any electronic or mechanical reproduction in which any Actor appears nude, each Actor appearing in the scene shall be given an opportunity to view the film or tape. Use or release shall not be permitted without the prior written consent of each Actor participating in a scene in which any Actor appears nude or performs acts of a sexual nature on a fully executed Equity Nude Photograph/Video Release Form. The Producer shall file with Equity a copy of the fully executed release form for each Actor.

An authorized Equity representative shall be present at all such photographing, filming, or recording and shall be given the opportunity to view the photographs, etc. prior to their use or release.

- (4) While nude the Actor shall not mix with the audience or leave the stage, backstage, or performance area. The Producer shall take all necessary measures to ensure that no member of the audience will be permitted to enter the stage, performance area, or backstage while any Actor is nude.
- (5) Artists' renderings of nude Actors shall not be permitted.

IF THE PRODUCER BREACHES ANY OF THE ABOVE PROVISIONS, THE PRODUCER SHALL BE ASSESSED DAMAGES OF ONE WEEK'S CONTRACTUAL SALARY OR PRODUCTION CONTRACT MINIMUM, WHICHEVER IS HIGHER, FOR EACH VIOLATION OF ANY OF THE PROVISIONS SET FORTH ABOVE FOR EACH ACTOR INVOLVED.

All of the above provisions shall not preclude the Actor or Equity from instituting any civil or criminal action in addition to receiving the damages set out in this Rule.

**RULE 43: PENSION AND 401(K).**

- (A) Pension. The Producer acknowledges that the collective bargaining agreement effective June 1, 1969 between Equity and the League of New York Theatres provides for the establishment of a jointly administered Pension Fund, and the Producer hereby agrees that the Producer will become a contributor to said Pension Fund. The Producer agrees that the Producer will abide by and adopt all applicable provisions of said Equity-League agreement relating to the Pension Fund as a part of the Producer's Agreement and will execute all necessary documents required to become a contributor of the Equity-League Pension Fund in an amount equal to 8% of each Actor's weekly salary (as defined by applicable federal law) up to \$2,500.00 per week per Actor, including both rehearsal and performance pay.
- (B) 401(k) Plan Deferral. The Actor shall have the option to contribute to the Equity-League 401(k) Plan. The Producer agrees to make salary deferrals, as directed by the Actor, and remit these deferrals to the Plan. No contributions shall be required of the Producer.

#### **RULE 44: PER DIEM.**

Per diem is a fixed allowance to cover living expenses for out-of-town Actors (i.e., those Actors whose primary residence as listed with Equity is more than 50 miles from the Loop in downtown Chicago) and shall be subject to individual negotiation between the Actor and the Producer. All negotiated per diem payments must be stated in a rider to the Actor's contract. Provided the per diem amount is less than or equal to the federal meals and incidentals rate for Chicago, it shall not be subject to a Pension contribution or a Working Dues deduction. Minimum touring per diem is not subject to a Working Dues deduction or a Pension contribution. [For per diem on tour, see Rule 68(G)(2) – Per Diem.]

#### **RULE 45: PERFORMANCES.**

(A) Number of Performances.

- (1) Tier 1. There shall be no more than four performances in four consecutive days.
- (2) Tier 2. There shall be no more than five performances in five consecutive days.
- (3) Tier 3. There shall be no more than six performances in six consecutive days.
- (4) Tier 4. There shall be no more than seven performances in six consecutive days.
- (5) Tiers 5 and 6. There shall be no more than eight performances in six consecutive days.

(B) General Rules.

- (1) Length. A performance shall not last longer than 4½ hours, inclusive of the Actor's designated call and intermissions. Performances presented in rotating repertory, however, shall not last longer than four hours, inclusive of the Actor's designated call and intermissions. Included in the performance time shall be a minimum of 30 minutes of preparation time. In no way does this provision abrogate the overtime provisions of this Agreement.
- (2) Curtain Down. The final curtain for the day shall not occur later than 1:00 AM.
- (3) Rest Periods. All breaks and rest periods shall be observed. [See Rule 57 – REST PERIODS AND DAYS OFF.]
- (4) Twilight Performances. Twilight performances shall have at least one hour between performances, inclusive of the Actor's designated call. If the rest period between performances is less than two hours, inclusive of the Actor's designated call, see Rule 57(A)(2) – Between Performances for additional stipulations.
- (5) Number of Performances. There shall be no more than two performances on any one day, nor more than five performances in any three consecutive days. [But see (8)(c) below.]
- (6) Extra Performances. Extra performances shall be compensated at no less than 1½ times the pro-rata performance rate of the Actor's contractual salary. The Producer must secure the permission of Equity before scheduling a second additional performance in any workweek. No other additional performances shall be permitted. The Company must be given at least a one-week notice of the Producer's intention to give an extra performance; this notice shall be posted on the theatre's callboard. A two-week notice shall be required for any performance scheduled prior to 1:00 PM. An extra performance may not be scheduled on the Actor's day off. Should an extra performance be scheduled in more than three consecutive weeks, each additional performance scheduled in

continuing consecutive weeks shall be compensated at no less than two times the pro-rata performance rate of the Actor's contractual salary.

If a scheduled extra performance is canceled with less than two weeks' notice to the Actor, the Actor shall receive any extra performance pay that would have been due. If a scheduled extra performance, which is a student/special audience performance, is canceled with less than 48 hours' notice to the Actor, the Actor shall receive any extra performance pay that would have been due.

(7) Performance Schedule Changes.

- (a) Except for extra performances as outlined in (6) above, the Producer may change the performance schedule by giving no less than two weeks' written notice to Equity and the Actor.
- (b) For no additional compensation, the Producer may shift a performance: (i) into or out of the workweek containing the press opening of each production; and (ii) up to two times per venue per season to accommodate special circumstances affecting the Producer's performance schedule. In any workweek that loses a performance due to said shift, the Actor shall have a designated day off in addition to the regularly scheduled day(s) off. The Actor shall be notified of any performance shifts at the time of contract signing by way of a Performance Schedule Rider to the Actor's contract. Not more than eight days may elapse between days off except with the written permission of Equity. A "shifted" performance may not be added as a student/special audience matinee, nor may it be added to a week in which an extra performance is already scheduled.

(8) Holidays.

(a) Performance On.

- (i) An Actor whose contractual salary is less than the Tier 6 minimum shall receive, in addition to the Actor's weekly contractual salary, 1/7<sup>th</sup> of minimum salary for each performance scheduled on Christmas Day.
- (ii) The Producer further agrees that without a four-week notice or notice at the time of contract signing, the Actor shall not be required to rehearse and/or perform on Christmas Eve, Christmas Day, New Year's Day, and/or Thanksgiving Day.

(b) Schedule Change.

- (i) For the purposes of this provision, a holiday week is one that contains any of the following: New Year's Eve, New Year's Day, Good Friday, Easter, Passover, Independence Day, Rosh Hashanah, Yom Kippur, Thanksgiving, Christmas Eve, or Christmas Day.
- (ii) The Producer may shift up to two holiday performances occurring within the same holiday week into other performance weeks of the same production. In any holiday week where a performance shift occurs, the Actor shall have a designated day off in addition to the holiday day off. The Actor shall be notified of any holiday performance shifts at the time of contract signing by way of a Performance Schedule Rider to the Actor's contract.

- (iii) Not more than one such "shifted" performance may be added to the performance schedule in any one week, and not more than eight days may elapse between days off, except with the written permission of Equity. A "shifted" performance may not be added as a student/special audience matinee, nor may it be added to a week in which an extra performance is already scheduled.
- (iv) The Producer shall be limited to three such holiday performance shifts within a contract year. If, however, the performance space is located in a facility that is required to close for religious reasons, upon written notification to Equity, the Producer may exercise the shift provision for one additional holiday during the contract year.

(c) Number of Performances.

During the week that includes Thanksgiving and either the week that precedes the week that contains Christmas or the week after the week that contains Christmas, the Producer may schedule six performances in three consecutive days, provided the below-listed conditions are met.

- (i) The Actor must receive no less than four weeks' notice, or notice at the time of contract signing, of the Producer's intent to utilize such a schedule.
- (ii) The six-in-three schedule may not occur in a week in which an extra or a shifted performance is scheduled.
- (iii) In a week that contains a six-in-three schedule, the Actor shall receive an additional day off; one of the days off must be the holiday (Thanksgiving, Christmas Eve, or Christmas Day, as applicable).

(d) Notwithstanding the above provisions, see also (7) above and Rule 57(B)(4) – Change of Day Off.

- (9) Performances Lost. If the cast as a whole cannot perform because of fire, accident, strikes, riot, Act of God, National Day of Mourning, or the public enemy, which could not be reasonably anticipated or prevented, the Actor shall not be entitled to any salary for the time during which his/her services were not, for such reason or reasons, rendered. Should any of the foregoing conditions continue for a period of eight days or more, either party may terminate the contract, and the Producer shall pay for all services to date. If a single performance is cancelled and the Actor's salary is not reduced as provided herein, the Producer may substitute a performance for the canceled performance by giving two weeks' written notice to Equity and the Actor. The Actor's unavailability for a substitute performance shall not constitute "just cause" for termination.

**RULE 46: PERSONAL PROPERTY.**

- (A) Dressing Room. The Producer agrees to restrict public access to the Actor's dressing room and to provide facilities for safekeeping the Actor's daily and incidental street clothing, coats, overcoats, shoes, and/or makeup not used in rehearsals or performances while said articles are in the theatre or other rehearsal and/or performance space. The Producer agrees to inform all Actors of the necessity for using such facilities by posting a written notice on the callboard. The Producer may limit the use of such facilities to those above-listed items or to items that can be adequately protected (the Producer may not be able to provide a safekeeping facility for an Actor's bicycle or personal stereo, e.g.). The Actor's signature on this notice shall be deemed proper notification to the Actor of the existence of these facilities.

- (B) Personal Valuables. The Producer shall be liable for the loss of and/or damages to the Actor's personal valuables (e.g., jewelry, watches, and/or cash), subject to the liability limits indicated below, if the valuables have been given to the Producer or the Producer's agent for safekeeping. All such valuables shall be collected prior to the beginning of rehearsals or at the Actor's designated call and returned upon the request of the Actor at the end of the Actor's call. Upon mutual consent, the Producer may designate the Stage Manager for collection and return of said valuables. The Producer, however, shall retain all liability for their collection and return.
- (C) Actor's Property Used in Production. When the Producer requests the use of the Actor's personal property in a production, the Producer shall be liable for the loss and/or damage to such property.
- (D) Limited Liability. Provided the Actor follows the procedures outlined in (A) and (B) above, the Producer shall be liable for the loss of or damage to the Actor's personal property. Such liability shall be limited to: \$1,000.00 for the Actor's personal effects and/or clothing; \$500.00 on the Actor's furs, coats, and overcoats; and \$500.00 for the Actor's jewelry, watches, and radio. The Producer shall not be liable, however, for any loss or damage to the Actor's property while said property is under the sole and exclusive control and supervision of the Actor.

#### **RULE 47: PHOTOGRAPHS.**

Photographs of the Company and the production may be taken for the purposes of publicizing and advertising the production and for subsequent use in the theatre's promotional brochures and materials. [See (E) below.]

- (A) Photo Calls.
  - (1) Before the Rehearsal Period. The Actor shall not be available for any photo calls prior to contract signing. Once the contract has been signed, photo calls may be scheduled when the Actor's availability permits, and the Actor shall be compensated at no less than the applicable Tier's overtime rate for the time spent for such calls. These photo calls may be combined with costume calls.
  - (2) During the Rehearsal Period. For photo calls taken during authorized rehearsal hours, no additional compensation shall be required. Photo calls taken outside authorized rehearsal hours shall be limited to two calls for which the Actor shall receive payment at the applicable Tier's overtime rate. [See (B) below.]
  - (3) After the First Paid Public Performance.
    - (a) There shall be no more than two two-hour calls in the first three months after opening.
    - (b) There shall be no more than two two-hour calls between the fourth and the twelfth months of the production.
    - (c) There shall be no more than two one-hour calls after the production has run one year or longer.
    - (d) A one-hour call shall be allowed whenever there is a permanent cast replacement.
    - (e) All photo calls shall be held immediately after a performance except by the unanimous secret ballot vote of those Actors involved in said photo call. Photo calls may not be held on a two-performance day.

- (f) Should such calls exceed the above-stated hours, that time shall be paid at the applicable Tier's overtime rate.
- (B) Notice. There shall be at least 24-hours' written notice for all photo calls. Notice of the call shall be posted on the Company callboard.
- (C) Credit. In all cases under the control of the Producer, the Actor's name shall be properly credited in publicity whenever and wherever the photographs are used. If the Actor does not receive proper credit in photographs or publicity and such error is not corrected within one week of receipt of written notice by the Producer or the Producer's representative, the Producer shall pay the Actor 1/6<sup>th</sup> of the Actor's contractual salary for each week the error remains uncorrected. Said penalties shall be subject to the Dispute Resolution procedures of this Agreement.
- (D) Permanent Replacement. In the event of a permanent replacement of an Actor, said Actor's name and/or likeness shall be removed when feasible from wherever displayed, including all advertising and display media under the Producer's control. Such removal shall be made prior to the first paid public performance of the Actor's successor.
- (E) Subsequent Use. Photographs from previous productions may be used in the theatre's promotional materials provided the Producer identifies all Actors, including Stage Managers, in photographs of five or fewer Actors. Identification shall include the name of the Actor and/or Stage Manager and the name and year of the production.
- (F) Use with Commercial Product or Service. The Producer must obtain the Actor's prior written authorization before the Actor's picture may be used as part of or in conjunction with a commercial product or service and said authorization must specify the commercial product or service involved.

If the Actor consents to the use of the Actor's picture, the Actor shall be paid no less than \$50.00 for said use. Actors called to a photo call for this purpose, whether said call is at the theatre or elsewhere, shall be paid no less than \$50.00 per hour for each hour or part thereof for said call.

- (G) Nudity. [See Rule 42 — NUDITY.]
- (H) TV or Radio Commercials. [See Rule 51(C) – TV or Radio Spot Commercials.]

**RULE 48: POTENTIAL WEEKLY BOX OFFICE GROSS, COMPANY TIERS, AND MINIMUM NUMBER OF EQUITY CONTRACTS.**

- (A) Potential Weekly Box Office Gross. A Producer's potential weekly box office gross (hereinafter "potential weekly gross") shall be computed as follows: seating capacity multiplied by ticket price(s) multiplied by the number of performances in a workweek.
- (B) Determination of Company Tier. When the potential weekly gross has been determined, the Producer may choose to work under the regulations for any Tier that includes the Producer's potential weekly gross in its range of permissible gross incomes.
- (C) Change in Seating Capacity, Ticket Prices, or Number of Performances. When a Producer has altered the Producer's gross income by increasing or decreasing the number of seats, changing the theatre's ticket prices, or changing the number of performances in the existing space, Equity shall retain the right to recompute the potential weekly gross utilizing that Producer's more current information in order to determine whether a Tier reclassification is warranted. If warranted, Equity shall reclassify the theatre accordingly.
- (D) Certified Accounting. The Producer agrees that figures submitted to Equity in order to determine the potential weekly gross shall be supported by certified auditors' statements when available or,

if unavailable, by box office statements certified by the Producer. Disputes over potential weekly gross figures shall be subject to Dispute Resolution.

(E) Limits on Use of Tiers. For any given season or prime-time activity, the PACT Producer shall not be permitted to operate at a Tier other than the Tier as determined in (B) above except as follows:

(1) At the Producer's discretion, the Producer may move an entire Company to a higher Tier at the same facility for the rehearsal and run of one or more productions during the course of a season. Upon the close of said production(s), the Producer may resume the use of the previously established Tier. Example: a Tier 3 Producer may choose to work under Tier 5 salaries and work rules, reverting back to Tier 3 at the close of the production(s).

(2) Each performance space of a PACT Producer shall be judged on its own merits for determining its potential weekly gross. However, a PACT Producer who produces in a space that has previously operated under another standard Equity agreement must produce under that other standard agreement unless the Producer has obtained the written consent of Equity.

(F) In any production, nonprofessionals, including Equity Membership Candidates, shall not be used until the following number of Equity contracts for Actors, including Stage Managers and bona fide Assistant Stage Managers, but excluding Understudies and Extras, has been achieved. The potential weekly gross shall determine the minimum number of Equity contracts. (See the chart below.)

2009-2011 POTENTIAL WEEKLY GROSS / NUMBER OF CONTRACTS						
Contracts	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5	Tier 6
2	Up to \$6,250	Up to \$8,200	Up to \$11,250	Up to \$14,400	Up to \$16,750	Up to \$19,800
3	Up to \$9,150	Up to \$12,100	Up to \$16,500	Up to \$21,200	Up to \$24,550	Up to \$28,900
4	Up to \$11,700	Up to \$15,550	Up to \$21,150	Up to \$27,150	Up to \$31,400	Up to \$36,900
5	Move to Tier 2	Up to \$19,400	Up to \$26,400	Up to \$33,950	Up to \$39,200	Up to \$46,000
6		Up to \$23,300	Up to \$31,700	Up to \$40,750	Up to \$47,000	Up to \$55,150
7		Move to Tier 3	Up to \$36,950	Up to \$47,550	Up to \$54,800	Up to \$64,250
8			Up to \$42,200	Up to \$54,350	Up to \$62,600	Up to \$73,400
9			Move to Tier 4	Up to \$61,150	Up to \$70,400	Up to \$82,500
10				Up to \$67,950	Up to \$78,250	Up to \$91,650
11				Move to Tier 5	Up to \$86,050	Up to \$100,750
12					Up to \$93,850	Up to \$109,900
13					Move to Tier 6	Up to \$119,000
14						Up to \$128,150
15+						Add one contract for every \$9,100

(G) Chorus Contracts. [See also Rule 39 — MUSICAL PRODUCTIONS.]

- (1) Minimum Number of Equity Chorus Contracts. In any musical production governed by Tier 4, 5, or 6 rules that employs a Chorus, at least 50% of the Chorus shall be hired on Equity Chorus contracts. Said contracts shall be counted as part of the minimum number of Equity contracts required for a production. In a musical production governed by Tier 1, 2, or 3 rules that employs a Chorus, no fewer than two Actors will be hired on Equity Chorus contracts. PACT Producers operating under these Tiers should consult Equity for additional information regarding chorus requirements. The determination of Chorus work shall be made by Equity.
- (2) Minimum Number of Equity Chorus Contracts During Run. The number of Chorus Actors employed on the first day of the workweek following the first paid public performance must be retained for the entire run of the production.

(H) Nonprofessionals. A nonprofessional may not replace an Actor whose employment has been terminated except as provided in Rule 55. [See Rule 55(A)(2) – Permanent Replacement.]

**RULE 49: PROGRAMS, PLAYBILLS, BILLING, CHANGES IN THE COMPANY, AND PUBLIC ANNOUNCEMENTS.**

(A) Free Program. A free program or cast list shall be offered to every patron prior to that patron's arrival at his/her seat. The program shall contain a list of all Actors in the production together with their roles or functions. If the program contains biographical material, each Actor and Stage Manager (including Understudies and Assistant Stage Managers) shall have biographical material included in the program.

- (1) Biographical Material. The Actor and Stage Manager shall submit all biographical material and pictures for programs at the time required by the Producer. In doing so, each shall indicate the preferred cuts if program space requires editing. Each shall have the right of approval of biographical material for the program and souvenir program; said approval shall be in writing and not unreasonably withheld. This shall not be construed to prohibit the Producer from establishing a style for the biographies in the program. The Actor's and Stage Manager's right of approval does not extend to style and each may not withhold approval of the biography because the Theatre's style does not utilize the exact words submitted. The Theatre's style cannot limit the listing of theatrical credits for reasons other than space. Biographical material not responded to within four business hours of its submission to the Actor or Stage Manager shall be considered approved. If the Actor or Stage Manager does not submit biographical material at the time required by the Producer, right of approval of such material as required herein shall be considered waived.
- (2) Understudies. If an Actor is engaged as an Understudy, his/her name and the role understudied shall be listed in the program.
- (3) Equity Designation. Actors signed to Equity contracts shall be billed in the cast list above Equity Membership Candidates and nonprofessionals (except where casts are listed in order of appearance). Further, the Producer shall signify Actors who are members of Actors' Equity with an asterisk (\*) and the following wording shall appear in the program: "Member of Actors' Equity Association, the Union of Professional Actors and Stage Managers".
- (4) Listing in Lobby. If a program or cast list cannot be provided for reasons beyond the control of the Producer, the names of all Actors shall be listed in alphabetical order and placed prominently inside the lobby.

- (5) Errors and/or Omissions. In the event that there are errors or omissions in the printed cast listing or biographical material in the Playbill and/or program, the Producer shall agree that, upon receipt of written notice of an omission and/or error in such cast listing, the Producer shall place in the Playbill and/or program a mimeographed or printed slip correcting the omission and/or error within 24 hours (including at least one business day). The Producer will also correct the omission and/or error in the next printing of the Playbill and/or program, provided such written notice is given at least 24 hours prior to the press deadline.
- (6) If any provision of this Section is violated, correction must be made within 24 hours of receipt of written notice.

(B) Billing.

- (1) House Boards. When the Producer displays a house board, the names of all Actors employed in the production shall be listed on the house board in letters no less than ½ inch in height within the limitations of the existing facilities. In all cases, the names of Actors signed to Equity contracts will be listed above those of Equity Membership Candidates and nonprofessionals. The Producer has seven days from receipt of written notice to correct house boards.
- (2) Rider. All terms and conditions pertaining to the billing of the Actor shall be specific. If the billing is contingent on the billing of any other Actor, such contingency shall be clearly set forth in a rider and attached to the Actor's contract of employment. The Producer has seven days from receipt of written notice to correct any billing requirements as specified in the Actor's rider.
- (3) When an Actor Leaves a Production. When an Actor leaves a production, the Actor's name and/or likeness (in photographs portraying three Actors or less) shall be removed from all public relations and press materials and from all promotional, visual displays, and advertising materials under the control of the Producer. [See also Rule 47(D) – Permanent Replacement.] All printed materials containing the name of the Actor shall be changed to reflect the most recent casting information before any use of the material subsequent to the Actor's leaving is made. Written notice shall be made to the media to correct the information if the Actor's name appears regularly in printed information on the production. This ruling shall not be enforced against posters that are displayed in spots for which the Producer has paid no rent, commonly known as sniping.

(C) Changes in the Company. Changes in the Company shall be made known in any two of the following three ways:

- (1) A separate printed slip publicizing the change(s) in the Company shall be inserted into the house program distributed to the audience;
- (2) An oral announcement shall be made from the stage or via the house sound system before the beginning of the performance; and/or
- (3) A sign with the change(s) in the Company shall be posted conspicuously and prominently at the entrance(s) of the theatre where tickets of admission are sold or collected.

The Producer must correct any provisions regarding changes in the Company within 24 hours of written notice.

(D) Public Announcements/Warnings.

- (1) Aisles. If the aisles are used by the Actors for entrances and/or exits, an announcement to that effect shall be made in two of the three following ways:
  - (a) A printed notice shall appear in the program;
  - (b) An oral announcement shall be made from the stage or via the house sound system before the beginning of the performance; and/or
  - (c) A sign shall be posted conspicuously and prominently at the entrance(s) of the theatre.
- (2) Cameras, Video Recorders, and Audio Recorders. Use of cameras, video recorders, audio recorders, and/or any other type of recording device during a performance is strictly prohibited. To ensure compliance with this Rule, the Producer shall do two of the following:
  - (a) Post prominently in the lobby an international sign (a camera with a slash or "X" mark) or a sign utilizing the language in (b) below;
  - (b) Have a pre-performance announcement utilizing the following language: "The use of cameras, video recorders, or audio recorders by members of the audience during the course of this production is strictly prohibited"; and/or
  - (c) Have a printed notice in the program utilizing the language in (b) above.
- (3) Strobe Lights. Use of strobe lights during a production must be accompanied by a sign in the lobby warning the audience of the use of strobe lights during the production.
- (4) Gunshot(s). The occurrence of gunshot(s) during a production must be accompanied by a sign in the lobby warning the audience of the use of gunshot(s) during the production.

(E) Remedies. If a violation of any of the above provisions is not remedied within the time period allotted from the receipt of written notice, the matter shall be immediately referred to the Dispute Resolution process. [See Rule 21 — DISPUTE RESOLUTION.] The Joint Equity/PACT Dispute Resolution Committee will have the power to assess any monetary damages against the Producer on behalf of the Actor, in an amount not to exceed 1/7<sup>th</sup> of the Actor's weekly contractual salary per day of infraction.

**RULE 50: PRODUCTION PROSECUTED.**

Should the production or performances of a production in which the Actor is engaged be complained of as being in violation of any statute, ordinance, or law of the United States or any state or municipality, and should a claim or charge, either civil or criminal, be made against the Actor arising out of the Actor's employment in such production, the Producer shall defend the Actor at the Producer's own expense or pay any and all reasonable charges made or incurred by the Actor in the Actor's defense and indemnify the Actor against any loss or damage which the Actor may suffer arising out of the Actor's employment in the production. This Rule does not apply to acts other than those in the course of employment unless directed by the Producer or the Producer's representative.

It is specifically agreed and understood between the Actor and the Producer that the language, business, and costuming of the play are under the control and direction of the Producer and the author who, according to custom, can at any time erase or amend the scenes and lines, and that, consequently, the Actor has no certain way of knowing during rehearsals whether the play in its final presentation is susceptible to being considered immoral or indecent. The Producer, therefore, represents to the Actor

that the play as produced shall not violate any law or give offense which is punishable by any law and expressly agrees that should the Producer or the author be arrested or summoned on such charges, the Actor may terminate the contract with Equity's consent. Upon such termination the Producer shall pay to the Actor all sums due under this Agreement plus one week's salary as compensation for the termination of the contract without notice, but in no event shall the Actor receive less than a total of two weeks' salary.

This Rule shall not apply to any case or any set of conditions where its enforcement would be illegal or against public policy. In the case of an arrest due to the nature of the play or its production, the Producer shall furnish bail for the Actor; in the event the Producer fails to do so, or for any breach of this Rule, the Producer shall pay to the Actor, Equity consenting, the sum of \$1,000.00. After an arrest, the Actor may demand a suspension of performance pending a determination; this suspension shall not terminate or otherwise affect the terms of this Agreement unless Equity shall otherwise order.

## **RULE 51: PUBLICITY.**

### (A) Personal Appearances and Interviews.

#### (1) General Provisions.

- (a) Number and Limit. Except as specified herein, Equity sets no limit on the number and length of personal appearances or newspaper, radio, and/or TV interviews arranged by the Producer. An Actor may not be required to be available for personal appearances and/or interviews except within the allowable rehearsal and/or performance hours. Any personal appearances/interviews falling outside the allowable rehearsal and/or performance hours shall be with the Actor's consent and at the Actor's convenience, and the Actor shall have the right to limit the number and time devoted to such appearances and/or interviews.
- (b) Day Off and Two-Performance Days. An Actor may not be requested to be available on the day off or on a two-performance day except with the written permission of Equity.
- (c) Notice. An Actor must be given at least 48-hours' notice of all personal appearances and/or interviews.
- (d) Overnight Rest Period. Any time taken for personal appearances or newspaper, radio, and/or TV interviews (including transportation to and from the appearance/interview site) may not infringe upon the 12-hour overnight rest period without incurring overtime unless the Actor is being compensated under a SAG and/or AFTRA contract.
- (e) Transportation Expenses. The Producer shall not require the Actor to incur expenses in connection with personal appearances and/or interviews initiated or required by the Producer. The Producer shall provide round-trip transportation for all interviews and personal appearances arranged by the Producer or reimburse the Actor for such costs. The Producer shall reimburse the Actor for all reasonable personal expenses incurred in connection with the personal appearances and/or interviews arranged by the Producer or the Producer's representative.

#### (2) Performance Required.

- (a) For Television and Radio. When an Actor is required by the Producer or the Producer's representative to perform at a personal appearance and when that personal appearance comes under the jurisdiction of AFTRA, the Producer and Actor agree to meet all the requirements of AFTRA. The Producer may excuse a

Stage Manager and/or Dance Captain from having to attend personal appearances; however, when a Stage Manager and/or Dance Captain is required to do any work at a personal appearance that comes under the jurisdiction of AFTRA, the Stage Manager and/or Dance Captain shall be paid no less than the applicable AFTRA minimum for a Principal (on camera).

- (b) Live Appearances. The Actor shall be paid no less than the applicable Tier's overtime rate for performing at a live publicity appearance unless all of the following conditions are met:
- (i) The publicity appearance takes place within the eight weeks following the first paid public performance of the production;
  - (ii) The Actor does not perform for more than 15 minutes;
  - (iii) The publicity appearance falls within allowable rehearsal and/or performance hours;
  - (iv) There are no more than two publicity appearances in the workweek; and
  - (v) No one else involved in the production (e.g., musicians, crew, etc.) receives additional payment for participating in the publicity appearance.

(B) Captured Material. For allowances of captured material and Reproductions, see Rule 65, TELEVISION, FILMING AND RECORDING.

(C) TV or Radio Spot Commercials. Equity will permit the Actor to make TV or radio spot commercials of one minute or less duration to promote the Theatre or production, provided the Actor is signed to the applicable SAG or AFTRA contract and paid no less than that contract's minimum. If a TV commercial is made from still photographs of persons in the cast, each Actor contained within the photograph, whether recognizable or not, shall receive no less than the applicable SAG or AFTRA minimum.

When a Stage Manager and/or Dance Captain is required to do any work in connection with a TV or radio commercial, the Stage Manager and/or Dance Captain shall be paid no less than the applicable SAG or AFTRA minimum for a Principal (on camera).

## **RULE 52: RECORDINGS USED IN A PRODUCTION (SOUND AND VIDEO).**

There shall be no use of recordings, or mechanical or electronic reproductions of voice, to supply dialogue, singing, chanting, or any business that might be performed by a live Actor, unless the Producer has first obtained the written consent and permission of Equity and complied with all such terms and conditions as Equity may prescribe.

The consent of Equity shall not be required, however, for a Principal Actor to record a portion of the role that the Actor performs live on stage for use in the production, provided the recording is used only during the period in which the Actor is employed and with the Actor's consent and is made during the regular rehearsal hours.

If the Producer wishes to sign an Actor who is not in the cast of the production for which the recording is being made to an Equity contract to make a recording, the Producer may do so by signing the Actor to a two-week contract at the applicable Tier for each 26 weeks' use of the tape. The Producer may hire an Actor at the AFTRA non-broadcast, off-camera daily rate provided no more than 60 seconds of such recorded material is used in the production for each such Actor. Any recording so produced may be used for that one production only.

When the use of a specific recording is mandated by the licensing agent and that recording was made by an Actor signed to an Equity contract, the Producer will pay the Actor an amount equal to two weeks' minimum salary at the applicable Tier, less any fee paid by the licensing agent to the Actor for the use of the Actor's voice in that specific production.

### **RULE 53: REHEARSALS.**

(A) General Rules: Notice, First Rehearsals, Continuous Employment.

- (1) Notice to Equity. The Producer must notify Equity of the date, hour, and place of the first rehearsal and/or read-through as provided in (7) below at least five days in advance of said rehearsal.
- (2) Equity Business. One half-hour, exclusive of the rehearsal call, shall be set aside on one of the first three days of rehearsal (or at any other time mutually agreed to by the Producer and Equity), to allow the Company to conduct Equity business, including the election of an Equity Deputy. It shall not be counted as part of the rehearsal period. It shall be exclusive, however, of time devoted to paperwork, including the signing of the contracts, the filling out of W-4 forms, pension/welfare cards, and the conducting of any other business by the Producer.
- (3) Beginning Of. Rehearsals shall begin on the date when the Actor is first called to report to the theatre or other location as designated by the Producer, except as provided for in (7) below.
- (4) Continuous. It is agreed that the rehearsal period shall be continuous from the date of the first rehearsal to the date of the first paid public performance of the production as stated on the face of the contract of employment.
- (5) Rehearsal Schedule. For rehearsals prior to the first paid public performance, there shall be a 12-hour notice of the rehearsal call.
- (6) Breaks. During the rehearsal period, there shall be a recess of 1½ hours after a period of not more than five consecutive hours of rehearsal.

The 1½-hour break may be shortened to one hour by unanimous consent of the Actors taken by secret ballot vote. Said reduction of the 1½-hour break shall reduce the Actor's span of the workday by a half hour.

There shall be an additional break of five minutes within each 60 minutes of rehearsal. If a five-minute break is not given at the end of 55 minutes, a ten-minute break must be provided at the end of 80 minutes, except during a run-through and/or dress rehearsal, when the break must be given no later than the end of the scene or act.

Due to the nature of Stage Managerial duties, it is not always possible for the Stage Manager and/or Assistant Stage Manager to take required breaks at the same time as the Actors. A violation of the Stage Manager's or Assistant Stage Manager's break period(s) shall be paid for at the overtime rate. [See Rule 59(l) — Overtime Rates.] The Producer or the Producer's representative must preapprove all such overtime.

- (7) A Read-Through Prior to First Rehearsal. If the Producer chooses to start with a read-through of the play, in whole or in part, to or by the whole Company or a part thereof, said read-through shall begin and be considered a part of the rehearsal period. The Producer may schedule a read-through prior to the first rehearsal, however, under the following conditions:

- (a) The Actor agrees in a rider to the Actor's contract to attend such a read-through;
  - (b) The Producer agrees that such a read-through is not a condition of employment;
  - (c) A Stage Manager is present at this read-through;
  - (d) There is a minimum call of three hours for the read-through; and
  - (e) The Producer agrees to pay an Actor whose contract is not in effect on the date of the read-through at the appropriate Tier overtime rate. This payment shall be subject to a Pension contribution and a Working Dues deduction.
- (8) Overtime Computation. [See Rule 59(I) – Overtime Rates.]
- (9) Costume Calls.
- (a) Prior to Rehearsals. The Actor shall not be available for any costume calls prior to contract signing. Once the contract has been signed, the Actor shall be available for one costume-measuring call prior to the rehearsal period at a mutually convenient time and location and shall be compensated for said call at the rate of \$10.00 per hour or part thereof. If mutually agreed to in a rider to the Actor's contract, one costume-measuring call may be allowed during the reading call, as stipulated in (7) above, with no additional compensation.
  - (b) During Rehearsals. Two costume calls, each of up to two hours in duration, shall be permitted in addition to a day's rehearsal call, provided the hours for the costume call and rehearsal call shall be consecutive and fall within the prescribed maximum hours for the workweek. If these calls take place on a 10 out of 12 or 9 out of 11 hour rehearsal day, the overtime rate shall be paid for any costume call time actually used.
- (10) Outdoor Rehearsals. [See Rule 58(D) – Outdoor Rehearsal and Performance Conditions.]
- (11) Technical Rehearsals. Actors shall not be required to perform in front of an audience until they have had a technical rehearsal on the stage set. Such technical rehearsal shall include, but shall not be limited to, rehearsal on the set with such props, lighting effects, mechanical or pyrotechnical devices, weapons, and costumes necessary for the production. Understudies shall not be governed by this Rule but by Rule 70(E) — Performance. This provision shall not preclude the Producer from inviting a nonpaying audience to a dress rehearsal even though some technical elements are being incorporated for the first time, provided such rehearsal is prior to the first paid public performance of the production.
- (12) Rehearsals Lost. If a Producer is prevented from holding rehearsals due to circumstances that could not have been reasonably anticipated or prevented (such as fire, accident, riot, strikes, illness or death of a star, Act of God, or act of public enemy), the time so lost shall not be counted as part of the rehearsal period.

Up to the time of the suspension of rehearsals, payment of rehearsal salary shall be made. When the rehearsals have been suspended due to any of the above-listed reasons for more than two weeks, the Producer shall begin paying the Actor one-half of the Actor's contractual salary for two further weeks. At the end of these four weeks, the Actor may terminate the contract without payment or penalty, unless the Producer continues the services of the Actor by paying the Actor's contractual salary.

- (13) Absence From.
- (a) Standard Contract. After an Actor has expended the Actor's available sick leave and continues to be absent from rehearsal for an additional two days due to illness and/or a non-work-related injury, the Producer may terminate the Actor's contract at the end of said two days without further obligation to that Actor by paying the Actor for any rehearsal to date (including legitimate sick time).
  - (b) Term Contract. When the Actor shall have been absent from rehearsal for seven days by reason of illness and/or a non-work-related injury, the Producer may terminate the Actor's contract at the end of said seven days. Equity may, in its discretion, upon appeal by the Producer, reduce this period.
- (14) Rehearsals Discontinued or Play Abandoned. If a production is abandoned before or during rehearsals, the Producer shall pay the Actor a sum equal to two weeks' salary plus all rehearsal pay due to date.
- (15) Holidays. Except for replacement rehearsals, there shall be at least four weeks' notice, or notice at the time of contract signing, of the Producer's intent to schedule rehearsals on Thanksgiving, Christmas Eve, Christmas Day, or New Year's Day. [See also Rule 45(B)(8) — Holidays.]
- (16) Six-Hour Rehearsal Block.
- (a) The Producer may utilize a six-hour rehearsal block in Tiers 3 through 6 and Tiers 1 and 2 (on weekends only), provided the following conditions are met:
    - (i) There has been a secret ballot vote of the Actors and  $\frac{3}{4}$  of the Actors are in favor of it;
    - (ii) The six-hour rehearsal block shall constitute the entire work schedule for the day;
    - (iii) The six-hour rehearsal block shall count as seven hours or eight hours, depending on the rehearsal hours permitted in the Theater's Tier, in tallying the work hours for the week;
    - (iv) The 1½ hour break need not be scheduled;
    - (v) One of the required five or 10 minute breaks [see (6) above] shall be increased to 20 minutes; and
    - (vi) The Actor shall receive no less than 24 hours' notice that the six-hour rehearsal block will be utilized.
  - (b) The Producer on Tier 4, 5, or 6 may schedule six six-hour rehearsal days in one week provided the following conditions are met:
    - (i) There has been a secret ballot vote of the Actors and  $\frac{3}{4}$  of the Actors are in favor of it;
    - (ii) One of the required five or ten minute breaks [see (6) above] shall be increased to 20 minutes;
    - (iii) The 1½ hour break need not be scheduled, but see (v) below;

- (iv) The Producer may add up to two additional hours per week, within the parameters of this Agreement, in one-hour segments for photo and costume calls. No more than one hour of photo or costume calls may be used on any given day;
- (v) There shall be a one-hour meal break between the rehearsal and photo/costume call, unless the individual Actor requests that no break be given;
- (vi) This shall constitute the entire work schedule for the week; and
- (vii) This provision shall expire on June 25, 2011.

(B) Tier 1 Rehearsal Rules.

- (1) Before the Workweek Containing the First Paid Public Performance. The following weekly and daily limits shall apply:

Weekly rehearsal hours	=	25 hours per week per Actor
Monday through Friday	=	5 consecutive hours per day
Saturday and Sunday	=	7 out of 8½ consecutive hours per day
Days off	=	2 consecutive days per week

Weekday rehearsals shall not begin prior to 4:30 PM or end later than 12:00 midnight without the consent of both Equity and the Actor(s).

- (2) During the Designated Tech Week. The following weekly and daily limits shall apply:

Weekly reh/perf hours	=	26 hours per week per Actor
Non-performance days		
> Monday through Friday	=	5 consecutive hours per day
> Saturday and Sunday	=	8 out of 10 consecutive hours on one day 7 out of 8½ consecutive hours on the other day
Combined reh/perf days	=	5 hours of rehearsal per day
Two-performance days	=	No rehearsal permitted
Days off	=	1 day off

Not more than two hours or less than one hour may elapse between the end of the Actor's first call and the beginning of the Actor's second call of the day.

- (3) During the Workweek Containing the First Paid Public Performance. The total number of hours allowed for rehearsal and performance shall be 25 unless the Producer designates this week as tech week, in which case 26 hours shall be permitted. Rehearsals scheduled on a one-performance day shall be limited to five hours in duration. The span of time between the end of rehearsal and the beginning of the performance (curtain up) shall not be more than two hours. No rehearsal may be scheduled on a two-performance day. Rehearsal on a non-performance day shall be governed by the applicable Tier's rehearsal rules in (1) or (2) above. [See also Rule 57(B)(3)(a) – Required Number of Days Off.]
- (4) After the Workweek Containing the First Paid Public Performance. [See (H) below.]
- (5) Overtime Rate. Rehearsal and/or performance calls that exceed the daily or weekly limits described above shall be compensated at the appropriate overtime rate as stipulated in Rule 59(l) – Overtime Rates.

(C) Tier 2 Rehearsal Rules.

- (1) Before the Workweek Containing the First Paid Public Performance. The following weekly and daily limits shall apply:

Weekly rehearsal hours	=	30 hours per week per Actor
Monday through Friday	=	5 consecutive hours per day
Saturday and Sunday	=	7 out of 8½ consecutive hours per day
Days off	=	1 day per week

- (2) During the Designated Tech Week. The following weekly and daily limits shall apply:

Weekly reh/perf hours	=	34 hours per week per Actor
Non-performance days	=	8 out of 10 consecutive hours on one day 7 out of 8½ consecutive hours on the other days
Combined reh/perf days	=	5 hours of rehearsal per day
Two-performance days	=	No rehearsal permitted
Days off	=	1 day off

Not more than two hours or less than one hour may elapse between the end of the Actor's first call and the beginning of the Actor's second call of the day.

- (3) During the Workweek Containing the First Paid Public Performance. The total number of hours allowed for rehearsal and performance shall be 30 unless the Producer designates this week as tech week, in which case 34 hours shall be permitted. Rehearsals scheduled on a one-performance day shall be limited to five hours in duration. The span of time between the end of rehearsal and the beginning of the performance (curtain up) shall not be more than two hours. No rehearsal may be scheduled on a two-performance day. Rehearsal on a non-performance day shall be governed by the applicable Tier's rehearsal rules in (1) or (2) above. [See also Rule 57(B)(3)(b) – Required Number of Days Off.]

- (4) After the Workweek Containing the First Paid Public Performance. [See (H) below.]

- (5) Overtime Rate. Rehearsal and/or performance calls that exceed the daily or weekly limits described above shall be compensated at the appropriate overtime rate as stipulated in Rule 59(I) – Overtime Rates.

(D) Tier 3 Rehearsal Rules.

- (1) Before the Workweek Containing the First Paid Public Performance. The following weekly and daily limits shall apply:

Weekly rehearsal hours	=	34 hours per week per Actor
Daily rehearsal hours	=	7 out of 8½ consecutive hours per day
Days off	=	1 day per week

- (2) During the Designated Tech Week. The following weekly and daily limits shall apply:

Weekly reh/perf hours	=	40 hours per week per Actor [See Rule 63(N).]
Non-performance days	=	10 out of 12 consecutive hours on one day 7 out of 8½ consecutive hours on the other day
Combined reh/perf days	=	5 hours of rehearsal per day
Two-performance days	=	No rehearsal permitted
Days off	=	1 day off

Not more than two hours or less than one hour may elapse between the end of the Actor's first call and the beginning of the Actor's second call of the day.

- (3) During the Workweek Containing the First Paid Public Performance. The total number of hours allowed for rehearsal and performance shall be 34 unless the Producer designates this week as tech week, in which case 40 hours shall be permitted. Rehearsals scheduled on a one-performance day shall be limited to five hours in duration. The span of time between the end of rehearsal and the beginning of the performance (curtain up) shall not be more than two hours. No rehearsal may be scheduled on a two-performance day. Rehearsal on a non-performance day shall be governed by the applicable Tier's rehearsal rules in (1) or (2) above. [See also Rule 57(B)(3)(c) – Required Number of Days Off.]
- (4) After the Workweek Containing the First Paid Public Performance. [See (H) below.]
- (5) Overtime Rate. Rehearsal and/or performance calls that exceed the daily or weekly limits described above shall be compensated at the appropriate overtime rate as stipulated in Rule 59(I) – Overtime Rates.

(E) Tier 4 Rehearsal Rules.

- (1) Before the Workweek Containing the First Paid Public Performance. The following weekly and daily limits shall apply:

Weekly rehearsal hours	=	42 hours per week per Actor
Daily rehearsal hours	=	7 out of 8½ consecutive hours per day
Days off	=	1 day per week

- (2) During the Designated Tech Week. The following weekly and daily limits shall apply:

Weekly reh/perf hours	=	45 hours per week per Actor
Non-performance days	=	10 out of 12 consecutive hours on one day 7 out of 8½ consecutive hours on the other days
Combined reh/perf days	=	5 hours of rehearsal per day
Two-performance days	=	No rehearsal permitted
Days off	=	1 day off

Not more than two hours or less than one hour may elapse between the end of the Actor's first call and the beginning of the Actor's second call of the day.

- (3) During the Workweek Containing the First Paid Public Performance. The total number of hours allowed for rehearsal and performance shall be 42 unless the Producer designates this week as tech week, in which case 45 hours shall be permitted. Rehearsals scheduled on a one-performance day shall be limited to five hours in duration. The span of time between the end of rehearsal and the beginning of the performance (curtain up) shall not be more than two hours. No rehearsal may be scheduled on a two-performance day. Rehearsal on a non-performance day shall be governed by the applicable Tier's rehearsal rules in (1) or (2) above. [See also Rule 57(B)(3)(c) – Required Number of Days Off.]
- (4) After the Workweek Containing the First Paid Public Performance. [See (H) below.]
- (5) Overtime Rate. Rehearsal and/or performance calls that exceed the daily or weekly limits described above shall be compensated at the appropriate overtime rate as stipulated in Rule 59(I) – Overtime Rates.

(F) Tier 5 Rehearsal Rules. An Actor hired under a Tier 5 contract may be engaged to perform in a single production, in subsequent consecutive productions, or in rotating repertory productions. The Actor shall be cast for specific parts, and the Stage Manager and Assistant Stage Manager shall be assigned specific productions, which shall be designated in their contracts.

(1) Before the Workweek Containing the First Paid Public Performance. The following weekly and daily limits shall apply:

Weekly rehearsal hours	=	45 hours per week per Actor
Daily rehearsal hours		
> Single production	=	8 out of 10 consecutive hours per day
> Rotating repertory and subsequent consecutive shows:		
Non-performance days	=	8 out of 10 consecutive hours per day
One-performance days	=	5 consecutive hours
Two-performance days	=	No rehearsal permitted
Days off	=	1 day per week

(2) During the Designated Tech Week. The following weekly and daily limits shall apply:

Weekly reh/perf hours	=	48 hours per week per Actor
Non-performance days	=	Either one 10 out of 12 consecutive hour day or two 9 out of 11 consecutive hour days (not back-to-back)* 8 out of 10 consecutive hours on all other days
Combined reh/perf days	=	5 hours of rehearsal per day
Two-performance days	=	No rehearsal permitted
Days off	=	1 day off

\*Note: Though one "Designated Tech Week" will be named on the face of the contract, the Producer may schedule the two 9-out-of-11-hour days, if that is the option chosen, in two consecutive weeks, such that one week will have 47 hours and one week will have 46 hours.

Not more than two hours or less than one hour may elapse between the end of the Actor's first call and the beginning of the Actor's second call of the day.

(3) During the Workweek Containing the First Paid Public Performance. The total number of hours allowed for rehearsal and performance shall be 45 unless the Producer designates this week as tech week, in which case 48 hours shall be permitted. Rehearsals scheduled on a one-performance day shall be limited to five hours in duration. The span of time between the end of rehearsal and the beginning of the performance (curtain up) shall not be more than two hours. No rehearsal may be scheduled on a two-performance day. Rehearsal on a non-performance day shall be governed by the applicable Tier's rehearsal rules in (1) or (2) above. [See also Rule 57(B)(3)(c) – Required Number of Days Off.]

(4) After the Workweek Containing the First Paid Public Performance. [See (H) below.]

(5) Overtime Rate. Rehearsal and/or performance calls that exceed the daily or weekly limits described above shall be compensated at the appropriate overtime rate as stipulated in Rule 59(l) – Overtime Rates.

(G) Tier 6 Rehearsal Rules. An Actor hired under a Tier 6 contract may be engaged to perform in a single production, in subsequent consecutive productions, or in rotating repertory productions.

The Actor shall be cast for specific parts and the Stage Manager and Assistant Stage Manager shall be assigned specific productions, which shall be designated in their contracts.

- (1) Before the Workweek Containing the First Paid Public Performance. The following weekly and daily limits shall apply:

Weekly rehearsal hours	=	48 hours per week per Actor
Daily rehearsal hours		
> Single production	=	8 out of 10 consecutive hours per day
> Rotating repertory and subsequent consecutive shows:		
Non-performance days	=	8 out of 10 consecutive hours per day
One-performance days	=	5 consecutive hours
Two-performance days	=	No rehearsal permitted
Days off	=	1 day per week

- (2) During the Designated Tech Week. The following weekly and daily limits shall apply:

Weekly reh/perf hours	=	52 hours per week per Actor
Non-performance days	=	Two 10 out of 12 consecutive hour days (not back-to-back)*
		8 out of 10 consecutive hours on all other days
Combined reh/perf days	=	5 hours of rehearsal per day
Two-performance days	=	No rehearsal permitted
Days off	=	1 day off

\*Note: Though one "Designated Tech Week" will be named on the face of the contract, the Producer may schedule the two 10-out-of-12-hour days in two consecutive weeks, rather than in one, with no more than 50 hours in each week.

Not more than two hours or less than one hour may elapse between the end of the Actor's first call and the beginning of the Actor's second call of the day.

- (3) During the Workweek Containing the First Paid Public Performance. The total number of hours allowed for rehearsal and performance shall be 48 unless the Producer designates this week as tech week, in which case 52 hours shall be permitted. Rehearsals scheduled on a one-performance day shall be limited to five hours in duration. The span of time between the end of a rehearsal and the beginning of the performance (curtain up) shall not be more than two hours. No rehearsal may be scheduled on a two-performance day. Rehearsal on a non-performance day shall be governed by the applicable Tier's rehearsal rules in (1) or (2) above. [See also Rule 57(B)(3)(c) – Required Number of Days Off.]
- (4) After the Workweek Containing the First Paid Public Performance. [See (H) below.]
- (5) Overtime Rate. Rehearsal and/or performance calls that exceed the daily or weekly limits described above shall be compensated at the appropriate overtime rate as stipulated in Rule 59(l) – Overtime Rates.

(H) Rehearsals After the Workweek Containing the First Paid Public Performance.

- (1) Brush-up, Replacement, Put-in, Understudy.
- (a) During the weeks following the week containing the first paid public performance, rehearsals may be scheduled up to the following limits:

Tiers 1 and 2: 6 hours per week  
Tiers 3 and 4: 8 hours per week  
Tiers 5 and 6: 10 hours per week

- (b) During any two of the three weeks following the designated tech week, but no later than two weeks following the week containing the first paid public performance, the limits shown in (a) above may be increased by the following amounts:

Tiers 1 and 2: 3 hours per week  
Tiers 3 and 4: 4 hours per week  
Tiers 5 and 6: 5 hours per week

A Producer may also cancel up to two performances per week and convert them into rehearsal hours. The rehearsal limits described above shall be increased by four hours for each performance converted into rehearsal hours. Rehearsal on a non-performance day shall be governed by the applicable Tier's rehearsal rules for weeks prior to the first paid public performance.

The Producer may also shift up to five hours of rehearsal from one of these two weeks into the other week.

- (c) Except as provided in (7) below and except for brush-up, replacement, put-in, or understudy rehearsals, any rehearsal held under the provisions of Rehearsal After the Workweek Containing the First Paid Public Performance shall be compensated at no less than the applicable Tier's overtime rate. This provision shall not apply until three weeks following the designated tech week (but in no case later than two weeks following the workweek containing the first paid public performance). If such rehearsal is for the purpose of rehearsing new material, the Stage Manager, Dance Captain, and/or Fight Captain shall not be required to conduct such rehearsals. Rehearsals for the replacement of crew and/or musicians may be held within the regular rehearsal hours without additional compensation.

- (2) Rehearsal During Moving Week. The rehearsal limits outlined in (1)(b) above are also applicable during one week, designated by the Producer, whenever a PACT production moves to a new theatre.

- (3) Scheduling. Rehearsals scheduled on a one-performance day shall be limited to five hours in duration. The span of time between the end of rehearsal and the beginning of the performance (curtain up) shall not be more than two hours. No rehearsal may be scheduled on a two-performance day. Rehearsal on a non-performance day shall be governed by the applicable Tier's rehearsal rules for weeks prior to the first paid public performance, except that rehearsal hours may not exceed the weekly limits prescribed in (1) above without the payment of overtime.

- (4) Notice.

- (a) Rehearsals. The Actor shall receive no less than one week's notice of such rehearsals, except for put-in rehearsals due to illness of an Actor, more remunerative employment of an Actor, or other emergencies, in which case the Producer will provide as much notice as circumstances will permit.

- (b) Note Sessions. Note Sessions may be scheduled with no less than 12 hours' notice to the Actor. Note Sessions shall be scheduled contiguous with the

Actor's designated performance call and count toward that day's rehearsal hours. They may not be scheduled on a two-performance day. Time utilized for Note Sessions shall be calculated in half-hour increments.

- (5) Inviolability of Designated Performance Call. After the Actor's designated performance call, the Actor may not be called to rehearse (except for fight/stunt rehearsal required by Rule 62(C) — STAGE FIGHTING/VIOLENCE/STUNTS), accept script changes, or accept notes, except in an emergency, and no persons except those connected with the production and/or Theatre personnel will be permitted in the dressing rooms.
- (6) Rehearsal Time Utilized. If the Actor is called for a rehearsal that is designated to be of a specific call time and duration, the Actor shall be credited with the total hours of the call regardless of whether the Actor is kept for the entire time period.
- (7) New Play. In the case of a new play, the rehearsal rules referred to in (1)(b) above may be used for revisions of the script for five weeks following the workweek containing the first paid public performance.

#### **RULE 54: REOPENING OF A PLAY.**

A play once closed shall not be reopened within eight weeks of the date of the previous closing without the written consent of Equity, except as provided below and in Rule 38 — MOVING A CAT PRODUCTION TO ANOTHER CAT THEATRE SPACE, Rule 65(A) — TELEVISIONING, FILMING, AND RECORDING, and Rule 68 – TOURS.

A PACT Producer may reopen a play between four and eight weeks of the date of the previous closing if the following conditions are met:

- (A) The Producer shall offer each Actor who was engaged in said play for a period of no less than four weeks at the time of its closing an opportunity to continue in the same role or function for which the Actor was engaged for a period of no less than four weeks at a salary that is no less than that paid for the original engagement. The Producer agrees to pay any Actor not offered the identical role or function a sum not less than three weeks' salary at the applicable Tier 6 minimum.
- (B) Although the Actor shall be signed to a new contract for the reopening of the play, a rider shall be attached to the contract of each Actor who was employed in the previous production specifying that:
  - (1) Vacation, sick and bereavement days, and workweeks shall continue to accrue as if the reopening were a continuation of the previous contract;
  - (2) The Actor may not be terminated except for "just cause"; and
  - (3) The Actor may give two weeks' notice at any time during the hiatus between the termination of the first contract and the beginning of the second.

#### **RULE 55: REPLACEMENT OF AN ACTOR.**

- (A) Permanent Replacement.
  - (1) By an Actor Signed to an Equity Contract. Every Actor whose employment terminates during the production must be replaced by another Actor so that the number of Equity contracts will not be diminished, except as provided in (2) below and for Understudies as provided in Rule 70(H) – Replacement of an Understudy.

The Actor's Replacement shall be contracted and called for a minimum of three days of rehearsal. For each such day, the Replacement Actor shall receive a payment of 1/6<sup>th</sup> of rehearsal salary. The Replacement Actor's rehearsal hours shall be governed by the appropriate Tier's rehearsal "Before the Workweek Containing the First Paid Public Performance" section of Rule 53 — REHEARSALS and shall be subject to Rule 53(A)(11) – Technical Rehearsals.

The above rehearsal/payment requirement shall be waived for an Actor who is returning to play a role that the Actor has played in that production within the previous three months, provided Equity is notified in writing of the consent of both the returning Actor and the production's Stage Manager.

- (2) By Nonprofessional. When a Producer utilizes more than the required minimum number of Equity contracts in a particular production and an Actor (this does not apply to Stage Managers) terminates his/her employment during that production, the Producer may replace the Actor with a nonprofessional actor, provided the total number of Equity contracts utilized in the production does not fall below the minimum number required.
- (B) Temporary Replacement. An Actor may be signed to a one-week contract to replace an Actor who is out of the production due to illness, vacation, more remunerative employment, previous commitment, or if only one week remains of the run of that production. The one-week guarantee must be stated on the face of the Actor's contract. [See also Rule 70(D) – Replacement of Actor by Nonprofessional.
- (C) Alternating with an Understudy or Replacement.
- (1) Without the Actor's Consent. Unless Equity shall otherwise order, the Producer shall not require the Actor to alternate with an Understudy or a successor, and if replaced by either without the Actor's consent, the Actor may not thereafter be required (unless Equity otherwise orders) to act again in the part or report to the theatre for that purpose. Payments, however, shall continue to be made to the Actor according to the terms of the Actor's contract.
  - (2) With the Actor's Consent.
    - (a) An Actor may agree in a rider to the Actor's contract to alternate performances with another Actor. Notice that more than one Actor is performing a role must be stated in the program and the Actor performing must be properly identified. If such notice is not included in the printed program, any change in the Company must be announced in accordance with this Agreement.
    - (b) At the Producer's request, the Actor may consent to withdraw from one or more performances for the express purpose of permitting the Understudy to perform. Such a request may not be made prior to the time of initial contract signing. If such a request is made and the Actor agrees to withdraw from a performance, a rider specifying the terms of such withdrawal shall be filed with Equity. The Actor shall not suffer any loss of salary, however, by reason of such withdrawal.
- (D) Replacement or Termination Due to Actor's Inability to Perform. Should the Producer replace or terminate an Actor for inability to perform due to intoxication, controlled substance abuse, physical abuse of persons, theft of property, or other similar cause, the Producer shall notify the Actor and Equity in writing of such action, and the reasons therefor, within 24 hours. In the instance of a temporary replacement, the provisions of (C)(1) above shall not apply and the Actor may be required to perform thereafter at the Producer's discretion. Should the Actor's replacement or termination be determined to be without just cause by an arbitrator or by other mutually agreeable means, the Actor shall be paid full salary for any performance not played as a

result of the Producer's action, and if the Actor was terminated, the Actor shall return to perform under the Actor's contract when notified to do so by the Producer. In such cases, payment for missed performances must be made prior to the Actor resuming to perform under the Actor's contract, and pending the determination, the Actor need not report to the theatre.

- (E) Re-engagement of an Actor. Should a Producer dismiss or give an Actor notice of termination, the Producer shall not re-engage the Actor for the same part at a lesser salary than the Actor received at the time of termination.
- (F) Parts Cuts. No "parts" cuts shall be allowed after the official press opening or one week after the first paid public performance, whichever comes first.

#### **RULE 56: REPORTS.**

- (A) Reports Required. All Producers are required to submit to Equity or the Equity-League Pension and Health Trust Funds, as applicable, the following reports:

- (1) Weekly Report. A Weekly Report (on a form provided and/or approved by Equity) along with the appropriate payments shall be submitted to Equity or the Equity-League Pension and Health Trust Funds, as applicable, by the Friday of the week immediately following the end of the workweek that said report covers. The Weekly Report includes the following:

- (a) Pension Report: Computes the Producer's weekly pension contribution;
- (b) Health Report: Computes the Producer's weekly health insurance contribution;
- (c) Membership Department Report (Working Dues): Computes the Actor's Working Dues obligation to Equity; and
- (d) Contracts Department Report: Lists all Actors and nonprofessionals employed by the Producer.

- (2) Box Office. A weekly Box Office Statement (on a form approved by Equity) showing total attendance, gross receipts, unsold tickets, and the average face value of tickets shall be submitted immediately following the last performance of each production.

- (3) Nonprofessional Registration Form. A Nonprofessional Registration Form (provided by Equity) for each nonprofessional engaged in the production shall be submitted no later than one week after Equity notifies the Producer of the appropriate form required.

- (4) Understudies. Complete understudy assignments, listing the name of the understudy and part(s) understudied, must be forwarded to Equity no later than the end of the second workweek of rehearsals.

- (5) Program. A copy of the production program must be sent to Equity as soon as it is printed. Any changes in the program during the run of the production (including printed inserts correcting errors or omissions) must also be sent to Equity.

- (B) Failure to File.

- (1) Equity Reports.

- (a) Late Filing Penalty. If the above-listed reports and payments are not received by Equity in accordance with the time requirements herein prescribed, the Producer or the Producer's designated representative shall be orally notified by Equity. If

the reports are not received within 20 working days of the oral notification, a written notice will be sent to the Producer, with a copy to PACT, indicating to whom and when the oral notification was given, and that, effective immediately, a fine of \$25.00 will be assessed for each week of failure to file the reports.

- (b) Failure to File as Breach. Moreover, failure to file the Weekly Reports as described in (A)(1) above shall constitute a breach of this Agreement, entitling Equity, among other things and without any limitation, to refuse to release the balance of the security deposited with Equity until the above requirements are satisfactorily met.
- (2) Equity-League Pension and Health Reports. Failure to file these reports shall be subject to the rules of the Equity-League Pension and Health Trust Funds.
- (C) Time Limit. If within four weeks of the receipt of the required above-listed reports Equity fails to notify the Producer of a possible violation based on these reports or fails to request further information based on these reports, Equity shall not thereafter take any action or make claims based upon such reports.
- (D) W-2 Forms. W-2 forms must be furnished to the Actor according to IRS regulations.

#### **RULE 57: REST PERIODS AND DAYS OFF.**

- (A) Rest Periods.
  - (1) Overnight.
    - (a) Actors. There shall be no less than a 12-hour rest period between the end of employment on one day and the beginning of employment on the next day. Student/special audience performances prior to 1:00 PM shall have no less than an 11-hour rest period.
    - (b) Stage Managers. The rest period between the end of employment on one day and the beginning of employment on the next day shall be no less than 11 hours, except in the case of student/special audience matinees scheduled on the next day for which the rest period shall not be less than 10 hours.

In an emergency during the four days prior to the first paid public performance, the overnight rest period may be reduced to eight hours; however, such reduction of the rest period shall not occur more than twice without incurring an invasion penalty. Should the Stage Manager receive less than eight hours' rest, the Actor shall be compensated at the appropriate overtime rate until such time as the eight-hour rest period is given.
    - (c) Penalty for Violation. Any violation of the required overnight rest periods as stated above shall be compensated at no less than 1½ times the applicable Tier's overtime rate.
  - (2) Between Performances. There shall be a minimum of one hour between curtain down and curtain up. Should there be less than two hours between performances from curtain down to curtain up, the Producer, at the Producer's option and expense, shall either provide the Actor with a hot meal or pay the Actor at least \$8.00. [See also Rule 45(B)(5) – Twinight Performances.]
  - (3) Rehearsal Breaks. [See Rule 53(A)(6) – Breaks.]

- (4) Stage Managerial Staff. Due to the nature of Stage Managerial duties, it is not always possible for the Stage Manager and/or Assistant Stage Manager to take required breaks at the same time as the Actors. A violation of the Stage Manager's or Assistant Stage Manager's break period(s) shall be paid for at the applicable overtime rate. [See Rule 59(I) – Overtime Rates.] The Producer or the Producer's representative must preapprove all such overtime.

(B) Days Off.

- (1) Definition. The term "day off" shall mean 24 hours in addition to the regular rest period required at the end of each working day.
- (2) Callboard Posting. The Producer shall post the production's days off on the Actor's callboard no later than the first day of rehearsal.
- (3) Required Number of Days Off.
- (a) Tier 1. The Actor shall be entitled to no less than two consecutive days off in each week of rehearsal and performance, or combination of both, with the exception of the designated tech week. During the designated tech week, no less than one day off shall be required.
- (b) Tier 2. The Actor shall be entitled to no less than one day off in the rehearsal period, including the designated tech week. Thereafter, the Actor shall be entitled to no less than two consecutive days off in each week.
- (c) Tiers 3, 4, 5 and 6. The Actor shall be entitled to no less than one day off in each week.
- (4) Change of Day Off. The day(s) off may be changed with no less than a two-week written notice to the Actor and Equity.
- (5) Period Between Days Off. Except as provided in Rule 68(E) – Day Off, no more than eight consecutive days may elapse between days off except by written permission of Equity. This provision shall not abrogate the Producer's responsibility to provide the appropriate number of days off in each workweek.

**RULE 58: SAFE AND SANITARY CONDITIONS OF EMPLOYMENT.**

(A) Actor Safety.

- (1) Responsibility of Producer.
- (a) The Producer agrees to provide the Actor with a safe place of employment.
- (b) The Producer agrees to address any Actor's concerns about the Actor's safety when traveling to and from the theatre and/or rehearsal space after sunset.
- (c) The Producer will notify all directors, choreographers and designers, in writing, of the following: The Producer and PACT are concerned about the safety of Actors in rehearsal and performance. Staging, choreography and design must take Actor safety into account and will be reviewed by the Producer accordingly. Of concern, for example, are turntables, moving scenery, weapons, costumes, smoke and/or haze, and the use and degree of raked stages.
- (2) Responsibility of Actor. If at any time any member of the Company believes that the

Actor or any other member of the cast is unsafe or in danger by executing a feat or act as directed, the Actor accepts the responsibility of immediately notifying the Stage Manager, the Deputy, the Producer and/or the Producer's representative.

- (3) Inherently Dangerous Feats, Acts and Conditions are Prohibited. No Actor shall perform any feat or act that is inherently dangerous or work under conditions that are inherently dangerous.
- (a) The Producer, Producer's representative, director, choreographer, or designer shall not request or require an Actor to perform an inherently dangerous feat or act or to work under conditions that are inherently dangerous.
  - (b) An Actor may not request or agree to perform an inherently dangerous feat or act or to work under conditions that are inherently dangerous.
  - (c) Inherently dangerous feats or acts, which are prohibited, are different than feats or acts that may be considered "extraordinary staging", which are permissible.

(B) Dressing Rooms.

- (1) Separate dressing rooms for male and female Actors shall be provided. When possible there shall be separate dressing rooms or areas for children 16 years of age and under. All dressing rooms shall be clean and sanitary.
- (2) After the designated performance call, no persons except those connected with the production will be permitted in the dressing rooms.
- (3) Dressing rooms (except quick-change booths) shall be of a permanent type and shall not be only under canvas.
- (4) Smoking shall not be permitted in the dressing rooms. It shall be the responsibility of the Producer to post NO SMOKING signs in the dressing rooms. If the Producer designates a smoking area, it shall be easily accessible to the Actors, away from the non-smoking Actors and the view of the audience. Any designated smoking area shall comply with the rules of the municipality in which the theatre is located.
- (5) All exterior dressing room windows and doors shall have screens whenever fire regulations permit.
- (6) All dressing rooms shall be equipped with air conditioning systems, air-cooling systems, or some similar type of mechanical device in good working condition to ensure proper ventilation and the circulation of fresh cool air.
- (7) The indoor temperature of the dressing room(s) shall not fall below 65° or rise above 85° Fahrenheit. If the temperature falls below or rises above these limits and the Producer fails to take steps within 24 hours to maintain the proper temperature, with Equity's consent, the Actor shall not be required to remain in the theatre.
- (8) Alleys and roads leading to stage doors of theatres shall be accessible and properly lighted.
- (9) Runways between dressing rooms and the theatre shall be covered and paved or boarded.

- (10) Dressing room entrances and windows shall be properly masked from the view of the audience to ensure the Actors' privacy.
- (11) Dressing room areas shall be thoroughly cleaned at least once per week.
- (C) Lavatory and Toilet Facilities.
- (1) Separate sanitary facilities shall be provided for male and female Actors. Toilets and lavatories shall be clean and sanitary and shall be provided with toilet paper, soap, and paper towels. Toilets and lavatories shall be separate from those provided for the audience.
- (2) Sinks with hot and cold running water shall be available in, or reasonably convenient to, the dressing rooms and shall be provided with hand and face soap and paper towels. "Reasonably convenient to" shall mean within the same building and in the dressing room area.
- (3) In all productions in which the Actor is required to use body makeup, there shall be showers with hot and cold running water.
- (4) Any walkway between the dressing rooms and toilet facilities shall be masked from the view of the audience.
- (D) Outdoor Rehearsal and Performance Conditions. The Producer shall make available adequately covered rehearsal space that shall be safe, comfortable, and healthful at all times. All rehearsals except dress/tech shall take place in the covered space whenever temperature and inclement weather make an on-stage rehearsal impossible.
- (E) There shall be no performance when the weather endangers the health and safety of the Actors.
- (F) Indoor Rehearsal Space. The indoor temperature shall not fall below 65° nor rise above 85° Fahrenheit. If the temperature falls below or rises above these limits and the Producer fails to take steps within 24 hours to maintain the proper temperature, with Equity's consent, the Actor shall not be required to remain in the theatre.
- (G) Stage Manager's Booth. Any booth or room, separate from the stage area, from which the Stage Manager must call cues must be safe, equipped for air circulation, heating and cooling, and have safe access and proper lighting.
- (H) Aisles Ramped. In arena theatres there shall be no rise between the runway and the stage. A ramp or other leveling device must be provided.
- (I) Guide Lights.
- (1) All ramps, stairways, entrances and exits, crossover areas, or off-stage passageways that may be affected by blackouts shall be illuminated with guide lights, luminous tape, or luminous paint.
- (2) In arena theatres, there shall be two guide lights or luminous tape placed on the edge of the stage and one on each side of every ramp leading to the stage. In addition, there shall be a guide light or luminous tape on each side of the aisle adjacent to the first rows of seats of every aisle at eight-foot intervals. There shall be a warning light or luminous tape at eye-level on both sides of every pole located in an aisle, and on any obstruction in an aisle that Equity shall deem to be injurious or unsafe. There shall be side rails on any ramp adjacent to any pit and level guide lights on stage along the edge of any pit.

- (3) Aisles shall be maintained in a firm and even condition and, if not constructed of a hard surface such as concrete, asphalt, or macadam, such aisles must be covered and the coverings must be secure.
- (J) Dance Surfaces. Actors shall not be permitted to audition, rehearse, and/or perform a dance or dance movements on concrete or marble floors or any other surfaces which Equity shall deem to be injurious or unsafe, or on wood or any other substance laid directly over such similar surfaces which do not provide air space of at least 1 5/8<sup>ths</sup> inches between the concrete, marble, or similar supporting surface. Warm-up areas shall conform to the above dance surface specifications.
- (K) Cots. The Producer shall provide a cot for all rehearsals and performances, which shall be accessible to any Actor at all times. This cot shall not be in a dressing room but shall be easily available to the entire Company. In lieu of the above, the Producer may provide a cot in each dressing room.
- (L) First Aid Kits. First aid kits stocked with adequate supplies shall be available and easily accessible at all times.
- (M) Intercom System. An intercom system between the stage area and the dressing rooms shall be installed in all theatres in which Equity deems that the dialogue from the stage is not clearly audible in the dressing rooms.
- (N) Drinking Water. Ample, pure, cool drinking water shall be provided wherever the Actor is required to rehearse or perform.
- (O) Hazardous Materials.
- (1) Makeup. Whenever the Producer provides makeup, hair coloring, wigs, or other material, they shall be free of toxic or hazardous chemicals. Unless such material is unavailable, hypoallergenic products shall be utilized. The Producer shall not provide the Actors with aerosol products to use.
  - (2) Sets, Props, and Costumes. Sets, props, and costumes shall be constructed in such a manner that there shall be no toxic or hazardous residue that might be inhaled, absorbed, or ingested.
  - (3) Use and Storage of Toxic or Hazardous Materials. Toxic or hazardous materials, including solvents, aerosols, adhesives, cleaning agents, paints, dyes, and pyrotechnic effects, if stored in the theatre, shall not be stored on stage or in or near dressing rooms. If volatile materials are used in the theatre, forced-air exhaust shall be provided and such materials shall be confined to rooms not occupied by the Actor. Smoking shall be strictly prohibited during the use of such materials.
  - (4) Lasers. Laser lighting effects will be maintained and operated by licensed personnel in such manner as to avoid injury to the Actor.
  - (5) Smoke and Haze. The Producer agrees to use only dry ice, liquid nitrogen, or substances listed in, and in accordance with the specified limits set forth in the document entitled, EQUIPMENT-BASED GUIDELINES FOR THE USE OF THEATRICAL SMOKE AND HAZE, prepared by ENVIRON International Corporation. Ventilation for the removal of smoke and haze shall be in operation during its use.

(P) Firearms.

- (1) Whenever firearms are used in a production, there shall be a safety demonstration for the entire cast prior to the firearms first use and such demonstrations shall be conducted by a qualified individual.

Thereafter, safety demonstrations and/or instructions shall be required for all affected replacement Actors as well as Swings and Understudies before their first paid public performance. Any and all modifications to firearms shall be done by a licensed gunsmith.

- (2) It shall be the responsibility of the Producer to insure that any use of firearms in the production is in compliance with all applicable state and/or local laws regulating the use of firearms in theatrical productions.

- (3) Any costs associated with the use of firearms shall be borne by the Producer.

(Q) Raked Stages. The Producer will notify the Actor by a rider at the time of original contract signing of the Producer's intention to utilize a raked stage.

When a raked stage of greater than ½ inch per foot is used, an instructor, such as a physical therapist, sports therapist, or other qualified instructor, will give instructions to the cast, prior to opening, as to how to perform on the raked stage in order to minimize the risk of injury.

(R) Telephone. A telephone reasonably accessible to the Stage Manager shall be available for production and emergency purposes.

(S) Fire Safety. Fire extinguishers shall be mandatory in the dressing rooms, backstage areas, and the Stage Manager's booth. Escape procedures shall be posted on the callboard and, if possible, fire drills shall occur.

(T) Inspection and Compliance. The Producer agrees that Equity's representative shall have the right to inspect the theatre to determine whether the Producer has complied with the safe and sanitary requirements. Any deficiencies shall be reported in writing to Equity and the representative shall furnish the Producer and PACT with a copy of such report.

Upon receipt of such report, Equity may notify the Producer in writing (with a copy to PACT) that the Producer must correct the deficiencies. Unless the Producer corrects the deficiencies noted, notifies Equity in writing with a copy to PACT that the Producer is unable to comply because of physical or financial hardship or due to the physical properties of the facility, or gives Equity assurances satisfactory to it that such deficiencies will be promptly corrected, Equity' may certify the theatre as unauthorized for rehearsal, performances, or both, as it may determine. [See (U) below.]

Upon such certification and until correction of the deficiencies or the giving of assurances satisfactory to Equity that they will be corrected within a reasonable time, Equity may either require the Actors to refrain from rehearsing and/or performing in the theatre, or require the Producer to pay the sum of \$50.00 per week to the Actors' Equity Foundation for each week in which the infraction occurs.

(U) Joint Equity/PACT Committee. When financial hardship or the physical properties of the facility make compliance with the above conditions immediately impossible, a Joint Committee or a subcommittee of that body shall inspect the existing theatre, make recommendations to the Producer, set up timetables for compliance, and may restrict the use of that theatre (e.g., dramatic productions only, maximum size of cast, etc.). [See also Rule 31 – JOINT EQUITY/PACT COMMITTEES.]

**RULE 59: SALARIES AND ADDITIONAL COMPENSATION.**

(A) General Rules: Salaries.

- (1) Salaries Paid. All salaries must be paid to the Actor prior to the last Saturday performance/rehearsal call of each workweek. [But see (2) below.] When paid, the Actor must be issued a stub or other record of gross salary, itemized additions (e.g., overtime), and itemized deductions (e.g., Working Dues deductions, taxes, and Social Security).
- (2) Checks. The Producer may pay salaries by check only if facilities are made immediately available for cashing said checks at the box office, a reputable currency exchange, a bank, or other nearby financial institution, or the Producer may choose to pay the Actor earlier in the workweek provided at least one banking day has been allowed for processing said check. An Actor whose weekly contractual salary is more than \$400.00 may be paid by certified check if the Actor agrees in writing.

In any event, no check or draft, either of the Producer or a third party, given to or received by the Actor in payment of any sum due under the Actor's employment contract shall operate to minimize or affect the Actor's claim for salary or other compensation due under the Actor's contract, and the receipt or acceptance of any such check, draft, etc. shall have no effect whatsoever, unless and until paid in full when presented for payment.

- (3) Offers. A verbal and/or written salary offer must include an itemization of its elements, including, e.g., term increment, parts pay, dance captain increment, fight captain increment, etc.
- (4) Actual Salary. The actual agreed-upon salary of the Actor shall be stated in the contract. A new contract or rider will be issued and signed whenever the Actor's salary is increased as the result of negotiation.
- (5) Proration of Salary.

(a) First Week of Rehearsal. If the Producer seeks to add up to three additional days to the regular rehearsal schedule, the Producer may prorate salary in the Actor's first week of employment at no less than 1/6<sup>th</sup> of contractual salary per day, provided the below-listed conditions are met:

- (i) The Actor is notified in a rider to the contract no later than at the time of contract signing;
- (ii) Rehearsal days shall be continuous and paid for from the first day of rehearsal through the Sunday of the first week of employment, regardless of any days in between on which there are no calls;
- (iii) The Producer shall make a full health contribution on behalf of the Actor, in addition to an 8% pension contribution;
- (iv) The Stage Manager shall begin pre-production no later than one week prior to the first rehearsal call for the Actor, and the ASM, if required, shall begin no later than the first rehearsal call;
- (v) On Tier 1, the Actor's daily hours in that first week may not exceed 1/5<sup>th</sup> of the weekly allowable hours. On Tiers 2, 3, 4, 5 and 6, the Actor's daily hours in that first week may not exceed 1/6<sup>th</sup> of the weekly allowable hours; and

- (vi) All rest provisions shall still apply.
- (b) This Paragraph (5)(a) shall expire on June 25, 2011 at Equity's discretion.
- (c) Additional Performances at the End of a Run. The Producer may schedule additional performances at the end of a run of a production and prorate the Actor's salary, provided the below-listed conditions are met:
  - (i) If the Actor is not notified of the additional performance days at the time of contract signing, the Actor shall receive no less than two weeks' notice of such proposed additional performance days;
  - (ii) If the Actor is not notified at the time of contract signing, every Actor, without exception, shall have no less than 72 hours to give the Producer written notice of termination or agree to continue in the production through the additional performance days. Written notice of termination shall be effective no sooner than the contemplated closing date for Actors on a term contract and no sooner than two weeks for Actors on a standard contract, unless less than two weeks remain in the originally contracted run;
  - (iii) On Tiers 5 and 6, the Actor shall receive no less than 1/6<sup>th</sup> of contractual salary for a one-performance day and no less than 2/8<sup>ths</sup> for contractual salary for a two-performance day;
  - (iv) On Tiers 1 through 4, the Actor shall receive no less than the pro rata performance rate for each performance;
  - (v) The concept of continuous employment shall still apply, such that the Actor shall receive no less than 1/6<sup>th</sup> of contractual salary per day even if no performance is scheduled; and
  - (vi) There shall be no more than eight days between the days off in each week. The Actor shall receive no less than 1/6<sup>th</sup> of contractual salary for the day off in the prorated week, if applicable.

(B) Minimum Weekly Salaries for Actors, Stage Managers, Assistant Stage Managers, and Understudies.

Effective June 29, 2009 through June 27, 2010

	Actor/ASM	Stage Manager
Tier 1	\$200.00	\$248.00
	Tech Week Supplement: \$8.00	
Tier 2	\$240.00	\$288.00
	Tech Week Supplement: \$32.00	
Tier 3	\$326.25	\$379.00
Tier 4	\$477.00	\$547.25
Tier 5	\$601.00	\$703.25
Tier 6	\$721.00	\$862.25

Effective June 28, 2010 through June 26, 2011

	Actor/ASM	Stage Manager
Tier 1	\$206.25	\$255.75
	Tech Week Supplement: \$8.25	
Tier 2	\$247.50	\$297.00
	Tech Week Supplement: \$33.00	
Tier 3	\$326.25	\$379.00
Tier 4	\$477.00	\$547.25
Tier 5	\$601.00	\$703.25
Tier 6	\$721.00	\$862.25

- (C) Seasonal Contracts for Stage Managers. [See also Rule 63(H) – Seasonal Stage Manager Contract.] A Stage Manager hired under a Seasonal Contract shall be compensated at no less than an additional \$40.00 or 10% of the applicable Tier minimum salary, whichever is greater, per week over and above the minimum salary.
- (D) Buy-Out Option. [See Rule 36(F) — Buy-Out Option.]
- (E) Consecutive Productions and Rotating Repertory. Where consecutive productions and rotating repertory are permitted (i.e., on Tiers 5 and 6), and only in the weeks in which the Actor and/or Stage Manager rehearses and/or performs in both productions, the Actor and/or Stage Manager shall receive no less than 10% of the applicable Tier minimum salary in addition to contractual salary and any required increments.
- (F) Additional Compensation.
- (1) Additional Duties. Additional work is defined as playing additional parts, understudying, or mutually agreeing to other related work not specified in the Principal Actor's contract at the time of its original signing. The Actor shall not be required to do any additional work without mutual agreement and additional compensation, which shall be stated in a rider to the Actor's contract and which shall be no less than the below-listed minimums.
- (a) Playing an Additional Part: No less than 3% of applicable Tier minimum per week.
- (b) Understudying an Additional Part: No less than 3% of applicable Tier minimum per week for the first part and no less than 1.75% of the applicable Tier for each additional part thereafter.
- (2) Dance Captain. [See Rules 15(C) and (D) – DANCE CAPTAINS and Rule 17(K) — DEFINITIONS.]
- (3) Fight Captain. A Fight Captain shall receive no less than 5% of the applicable Tier minimum in addition to the Fight Captain's weekly salary, commencing with the workweek in which the Fight Captain assignment is made. [See also Rule 17(O) – DEFINITIONS and Rule 62 — STAGE FIGHTING/VIOLENCE/STUNTS.]
- (4) Chorus.
- (a) Chorus Playing a Part. If a Chorus Actor is assigned to play a part, perform a dance, or sing a song which was performed by a Principal Actor in the original production or which is individual in its character, the Chorus Actor shall receive no less than the following increment for each such assignment in addition to the Actor's weekly contractual salary: no less than 3.5% of the applicable Tier minimum per week.

If a Chorus Actor is assigned to play a part, or perform a dance, or sing a solo song which is incidental to the production or which was assigned to a Chorus Actor in the original production, the Chorus Actor shall receive no less than the following increment for each such assignment in addition to the Actor's weekly contractual salary: no less than 2.5% of the applicable Tier minimum per week.

- (b) Chorus Understudying Principal. If a Chorus Actor understudies a Principal role, the Chorus Actor shall receive no less than the following increment in addition to the Actor's weekly contractual salary for each Understudy assignment: no less than 3% of the applicable Tier minimum per week.
- (c) Chorus Understudying Chorus Playing a Part. If a Chorus Actor understudies another Chorus Actor who is functioning under (4)(a) above, the Chorus Actor shall receive no less than the following increment in addition to the Actor's weekly contractual salary for each such assignment: no less than 2% of the applicable Tier minimum per week.
- (d) Swing.
  - (i) Full Swing. If a full Swing (i.e., a non-performing Actor in the Chorus who swings all or fewer than all Chorus Actors participating in Chorus numbers in the production) is engaged, said Swing shall receive no less than 5% of the applicable Tier minimum per week in addition to the Swing's weekly contractual salary and all other increments required by this Agreement. If a commercial production is scheduled to run six weeks or longer, a full Swing of each gender must be hired. The Swings may be nonprofessionals.
  - (ii) Partial Swing. If a Chorus Actor is designated to swing a Chorus number in a production and is not hired solely as a full Swing (see (i) above), said Actor shall receive no less than 2.5% of the applicable Tier minimum per week in addition to the Chorus Actor's weekly contractual salary for each such number so assigned.

(G) Per Diem. [See Rule 44 — PER DIEM and Rule 68(G)(2) – Per Diem.]

(H) Long-Term Salary Adjustment ("LOTS"). Any Actor whose salary is not 10% above the then-current weekly minimum salary shall receive a salary increase of no less than 5% beginning in the Actor's 53rd, 105th, 157th, etc. week of continuous employment.

(I) Overtime Rates. Overtime rates will increase annually at the same percentage rate as the minimum salaries and these increased rates will be included in notifications of salary increases.

(1) Overtime Rates, First 10 Hours. Overtime rates for the first 10 hours in any workweek shall be compensated at the following rates:

(a) Tier 1. From June 29, 2009 to June 27, 2010, the Producer shall pay \$6.15 per half-hour or part thereof.

From June 28, 2010 to June 26, 2011, the Producer shall pay \$6.35 per half-hour or part thereof.

(b) Tier 2. From June 29, 2009 to June 27, 2010, the Producer shall pay either \$12.00 per hour or part thereof or \$6.25 per half-hour or part thereof.

From June 28, 2010 to June 26, 2011, the Producer shall pay either \$12.40 per hour or part thereof or \$6.45 per half-hour or part thereof.

- (c) Tier 3. From June 29, 2009 to June 26, 2011, the Producer shall pay either \$14.40 per hour or part thereof or \$7.40 per half-hour or part thereof.
- (d) Tier 4. From June 29, 2009 to June 26, 2011, the Producer shall pay either \$17.05 per hour or part thereof or \$8.95 per half-hour or part thereof.
- (e) Tier 5. From June 29, 2009 to June 26, 2011, the Producer shall pay either \$20.05 per hour or part thereof or \$11.25 per half-hour or part thereof.
- (f) Tier 6. From June 29, 2009 to June 26, 2011, the Producer shall pay either \$22.55 per hour or part thereof or \$12.40 per half-hour or part thereof.

(2) Overtime Rates, Second 10 Hours. Overtime rates for the second 10 hours of overtime in any workweek shall be compensated at the following rates:

- (a) Tier 1. From June 29, 2009 to June 27, 2010, the Producer shall pay \$16.00 per hour or part thereof.

From June 28, 2010 to June 26, 2011, the Producer shall pay \$16.50 per hour or part thereof.

- (b) Tier 2. From June 29, 2009 to June 27, 2010, the Producer shall pay \$16.05 per hour or part thereof.

From June 28, 2010 to June 26, 2011, the Producer shall pay \$16.50 per hour or part thereof.

- (c) Tier 3. From June 29, 2009 to June 26, 2011, the Producer shall pay \$19.20 per hour or part thereof.
- (d) Tier 4. From June 29, 2009 to June 26, 2011, the Producer shall pay \$22.75 per hour or part thereof.
- (e) Tier 5. From June 29, 2009 to June 26, 2011, the Producer shall pay \$26.75 per hour or part thereof.
- (f) Tier 6. From June 29, 2009 to June 26, 2011, the Producer shall pay \$30.05 per hour or part thereof.

(3) Overtime Rates, More Than 20 Hours. Overtime that exceeds 20 hours in a workweek requires prior approval from Equity.

(4) Limitations. Should the same time period be subject to more than one violation requiring overtime payment (e.g., rest period violation, span of day violation, etc.), overtime compensation shall be paid on no more than two categories of violations.

(5) Use of Overtime Rates. The Producer shall determine the use of the hourly or half-hourly rate.

(6) Touring. [See Rule 68 — TOURS.]

**RULE 60: SECURITY AND SECURITY AGREEMENTS.**

- (A) Security. The provisions of any and all agreements relating to security deposited or agreed to be deposited with Equity covering any employment under this Agreement and/or any contracts of employment are hereby adopted and made a part of this Agreement and/or said employment contracts as though fully set forth herein. This includes agreements on forms now called "Producer's Agreement," "Security Agreement," and "Producer's Statement."

It is the essence of this Agreement and all contracts of employment that the Producer shall file and maintain with Equity satisfactory security as required by Equity's existing Security Agreement and Rules and the Agreement.

- (B) Bond. Prior to the issuance of any individual employment contract, the Producer shall deposit with Equity a security bond in the form of cash, a certified check, a letter of credit or another mutually acceptable financial arrangement. A security bond shall be based on the Producer's estimate of the largest number of Actors simultaneously employed during the season and shall be equal to: two weeks' salary; two weeks' pension and health contributions; accumulated vacation pay for all Actors currently employed under Equity contract; all applicable per diem; parts increments; non-prepaid transportation; and all outstanding debts to Equity, its members, or the Equity-League Pension and Health Trust Funds. The Producer shall deposit an additional sum of \$200.00 representing a potential bookkeeping charge to be retained by Equity should it be necessary to pay salaries, benefits, or other claims from the bond. Equity shall have the right to require additional security from new producing organizations and/or Producers which have been delinquent in their payment of obligations to Equity and/or Actors during their most recent production or, in the case of Seasonal Producers, their most recent season. In cases where Equity requires additional security as outlined herein, PACT will be notified.
- (C) Return of Security Bond. After the Producer has closed the season or production, provided all claims and obligations required by or arising out of this Agreement have been satisfied, Equity shall return the deposited security to the Producer no later than four weeks from the receipt of a written request for its return.

**RULE 61: SET MOVES.**

- (A) An Actor in character may, consistent with that character, set or move scenery or props.
- (B) An Actor out of character may set or move scenery or props only in scenes in which the Actor enters or exits.

**RULE 62: STAGE FIGHTING/VIOLENCE/STUNTS.**

The following regulations shall be followed whenever a production requires physical violence, with or without weapons, and/or potentially dangerous choreographed movement such as falls, throws, or tumbling.

- (A) The Actor shall agree in a rider at the time of contract signing to participate in stage fighting/violence/stunts. If the Actor has already signed the contract, the Actor may still agree to participate in stage fighting/violence/stunts, provided the Actor executes a rider to that effect and has no less than three days (including at least one business day) to consider the terms of that rider. [See Rule 13(D)(1)(d) – Signing Of.]
- (B) If the Producer does not employ a fight/stunt director/choreographer for the duration of the production and the production has three or more actors who participate in stage fighting/violence/stunts, a qualified\* Fight Captain shall be assigned by agreement with the Producer and the fight/stunt director/choreographer by either the first rehearsal or the week prior

to the departure of the fight/stunt director/choreographer. Equity shall be notified of said assignment within one week. [See Rule 59(F)(3) – Fight Captain and Rule 58(A) – Actor Safety.]

\* A Fight Captain shall be deemed “qualified” when through experience and/or training, the Fight Captain has proven abilities to perform and supervise the maintenance of safe theatrical fighting/violence/stunts.

- (C) All Actors who participate in stage fighting/violence/stunts shall run through the routine before each performance. When a Fight Captain is employed such run-through shall be under the Fight Captain’s supervision. Any exception to this Rule shall be at the express discretion of the fight/stunt director/choreographer or the Fight Captain. Such run-throughs shall not be deducted from regular rehearsal hours.
- (D) Understudies and Replacements shall be coached by the fight/stunt director/choreographer or Fight Captain. Performing members of the Company shall rehearse stage fighting/violence/stunts with Understudies and Replacements during regular rehearsal hours under the direction of the fight/stunt director/choreographer or Fight Captain at least once prior to the Understudy or Replacement’s performance in any role.
- (E) Proper first-aid information and equipment (including ice packs) shall be made available at any rehearsal or performance site where stage fighting/violence/stunts occur.
- (F) The fight/stunt director/choreographer and/or Fight Captain shall consult with all other artistic personnel prior to the first rehearsal in order to achieve the optimum level of safety.
- (G) Firearms. It is essential that appropriate firearms rehearsals be held to ensure the Actors’ safety. Utilizing a form provided by Equity (found in the Stage Manager’s kit), the Stage Manager shall confirm that such rehearsals have and will continue to take place during the duration of the production. [See also Rule 49(D)(4) – Gunshot(s) and Rule 58(P) – Firearms.]

### **RULE 63: STAGE MANAGERS AND ASSISTANT STAGE MANAGERS.**

- (A) Clarification. The words "Stage Manager", "Assistant Stage Manager", "members of the Stage Managerial staff", and/or "Actor" in any of the Rules of this Agreement have been inserted for added emphasis and/or clarification. The failure of those words to appear in any Rule is not meant to imply that the Rule does not cover those categories of employment. Stage Managers and Assistant Stage Managers are covered by all Rules in this Agreement, except where specifically stated otherwise. [See also Rule 17(B) — Actor.]
- (B) Required.
  - (1) Stage Manager. There shall be at least one Stage Manager for each production. In order to maintain a high level of professionalism in the production as well as necessary backstage safety and discipline for the efficient running of the production, the Producer shall hire a Stage Manager who has been employed previously as a stage manager.
  - (2) Assistant Stage Manager.
    - (a) Assistant Stage Manager – Tiers 5 (commercial) and 6. An Assistant Stage Manager (“ASM”) shall be required on Tier 6 and in a commercial production on Tier 5 during both rehearsal and performances for every production.
    - (b) Assistant Stage Manager – Tiers 1, 2, 3, 4 and 5 (not-for-profit). An ASM shall be required during rehearsal for any production that meets either of the following conditions:

- (i) Concurrent rehearsals are being held. (This does not preclude holding separate music rehearsals or coachings, dialect coachings, or other similar activities at which staging is not taking place.); or
  - (ii) The Stage Manager is under contract to rehearse subsequent consecutive productions and individual Stage Managers are not hired for each production. The term of employment for such an ASM shall not be less than one week plus the number of weeks that the rehearsals of one production overlap with the rehearsals and/or performances of a different production. In all instances, the Producer shall pay the health insurance premium rate stipulated in Rule 30(C) — Hospitalization and Medical Insurance.
- (c) An ASM shall be required during both rehearsal and performance of any production that meets any of the following conditions:
- (i) The production has a cast of 15 or more;
  - (ii) Actors are under contract to rehearse productions in rotating repertory and individual Stage Managers are not hired for each production; or
  - (iii) The production is a musical with a chorus on Tier 4 or 5 of this Agreement.

The need for and employment of an ASM for a technically complex production shall be subject to negotiation between Equity and the Producer at Equity's request.

- (3) The Producer agrees to provide the Stage Manager with an Equity Membership Candidate production assistant who shall report to and assist the Stage Manager during rehearsal and performance for any production that meets any of the following conditions:
- (a) The production requires multiple follow-spot operators;
  - (b) The production utilizes multiple sets;
  - (c) The production has a cast of 8 to 14; or
  - (d) The production is a musical with a chorus on Tier 1, 2, or 3 of this Agreement.

The Producer shall involve the Stage Manager in the selection of the Equity Membership Candidate production assistant(s). Where an ASM is employed on an Equity contract, Equity will not also require the employment of a production assistant.

(C) Pre-Production.

- (1) The Stage Manager shall be engaged and his/her contractual salary shall commence no later than one week prior to the first day of rehearsal.
- (2) The ASM in a Tier 6 not-for-profit production shall be engaged and his/her contractual salary shall commence no later than three days prior to the first day of rehearsal.
- (3) An ASM in a Tier 6 or 5 commercial production shall be engaged and his/her contractual salary shall commence no later than one week prior to the first day of rehearsal.

- (4) An otherwise required ASM on Tier 5 shall be engaged and his/her contractual salary shall commence no later than one day prior to the first day of rehearsal, which shall not trigger a health contribution if it occurs on the Sunday before the first day of rehearsal.
- (5) When an ASM is required on Tiers 1, 2, 3 or 4, the ASM's employment shall commence no later than the date of the first rehearsal for the Actors.
- (D) Acting/Understudying. Stage Managers and ASM's required by this Agreement shall not be permitted to act or understudy. If an ASM that is not required by (B)(2) above is engaged, said ASM may understudy, provided it is so stipulated in the ASM's employment contract at the time of contract signing.
- (E) Producer as Stage Manager or Assistant Stage Manager. A Producer may be signed to an Equity contract as the Stage Manager or required ASM at the Producer's own theatre. The Producer must be present and perform the functions and duties of the Stage Manager or required ASM.
- (F) One-Week Assistant Stage Manager. If an Assistant Stage Manager is not required, the Producer may hire an ASM for a one-week term of employment.
- (G) Contract.
- (1) Continuous Employment. No Stage Manager or ASM shall be required to do any work of any kind without a contract executed after security has been properly posted with Equity, and until said Stage Manager or ASM has received instructions from the Producer as to the Stage Manager's or ASM's duties. Stage Managers shall be employed continuously, commencing with the date specified on the contract, which may not be later than one week prior to the first rehearsal date for the Actors.
- (2) Counted Work. Whenever a Stage Manager or ASM does work related to the production (such as attending meetings, doing administrative work, scheduling and contacting cast, crew, and liaisons), said work shall be regarded as part of the permitted workweek.
- (3) Work Prior to the Commencement of Contractual Employment. The Producer agrees that the Stage Manager and/or ASM shall receive compensation for any work done in preparation for the production and/or any auditions held for that production which occur prior to the beginning of the Stage Manager's and/or ASM's contract. The above rule of continuous employment shall be waived for such work, which shall be performed and compensated for as follows:
- (a) The work day for the Stage Manager and/or ASM shall not be less than three consecutive hours; and
- (b) Payment shall be made at the overtime rate for the appropriate Tier for each hour or part thereof worked. This payment shall be subject to Pension contributions and Working Dues deductions and will require the Producer to file a separate Weekly Report.
- (H) Seasonal Stage Manager Contract. [See also Rule 59(C) – Seasonal Contracts for Stage Managers.] A Stage Manager may be employed under a Seasonal Contract. A Seasonal Contract allows the Stage Manager to function concurrently at performances and rehearsals of consecutive productions. If engaged on a Seasonal Contract, and only in the weeks in which rehearsals and performances of consecutive productions overlap, the hours of a Stage Manager earning a contractual salary that is less than \$455.00 per week shall not exceed 40 without the payment of overtime. The hours of a Stage Manager earning a contractual salary that is \$455.00 or more per week may exceed the applicable Stage Manager's workweek hours in (M) below by

no more than 10. In no event shall the Seasonal Stage Manager's workweek exceed 52 hours without overtime compensation. The Stage Manager shall have a one-hour break between the end of rehearsal and the beginning of the Actors' designated performance call. Violation of the Stage Manager's required breaks and rest periods shall require overtime compensation. [See Rule 53(6) — Breaks, Rule 57 — REST PERIODS AND DAYS OFF, and Rule 59(I) — Overtime Rates.]

- (I) Primary Responsibility. Either the Stage Manager or the ASM shall be present at all rehearsals and performances. An ASM shall be the individual who is assigned to assist the Stage Manager(s) on a specific production or productions. An ASM may not be assigned the primary responsibility for a production.
- (J) Duties and Obligations of a Stage Manager. It is agreed that the Stage Manager's function is a full-time one. The Stage Manager shall not be required to function in areas that impinge upon the Stage Manager's primary duties as a Stage Manager.
  - (1) A Stage Manager signed to an Equity contract is obligated to perform at least the following duties for the production for which the Stage Manager is engaged, and by performing them is hereby defined as the Stage Manager. The Stage Manager shall:
    - (a) Be responsible for the calling and/or coordinating of all rehearsals and note sessions whether before or after opening;
    - (b) Be responsible for assembling and maintaining the prompt book, which is the property of the Producer and is defined as the accurate playing text and stage business, together with cue sheets, plots, daily records, etc., as are necessary for the actual technical and artistic operation of the production;
    - (c) Work with the director and coordinate and communicate with the heads of all other departments during rehearsal and after opening;
    - (d) Schedule rehearsal and outside calls in accordance with Equity's regulations;
    - (e) Assume active responsibility for the form and discipline of rehearsal and performance and be the executive instrument in the technical running of each performance;
    - (f) Maintain the artistic intentions of the director and the Producer after opening to the best of the Stage Manager's ability, which shall include giving notes, calling brush-up rehearsals of the cast when necessary, and preparing understudies, replacements, and extras when and if the director and/or the Producer decline(s) this prerogative;
    - (g) Keep such records as are necessary to advise the Producer and/or the Producer's representative on matters of attendance, time, or other matters relating to the Actors and/or the Producer;
    - (h) Maintain discipline as provided in the provisions of this Agreement;
    - (i) Notify the Producer or the Producer's representative if the safe and sanitary provisions of this Agreement are not being maintained; and
    - (j) Implement provisions designated by the Producer for the security of personal property and notify the Producer or the Producer's representative when security provisions for Actors' valuables are not available/operable.

- (2) The following duties are not Stage Managerial duties and members of the Stage Managerial staff shall not be required to perform them:
- (a) Function as stagehands, company or general managers, or box office personnel, etc.;
  - (b) Design, build, hang, transport, operate, shift, run, shop for, or maintain lights, sound, scenery, props, video, wardrobe, animals, etc.;
  - (c) Arrange living accommodations;
  - (d) Order or distribute food for the cast;
  - (e) Transport the cast or be responsible for the maintenance of any vehicle; and
  - (f) Do laundry or handle dry cleaning.

If posted in an interview notice, however, the Producer and the Stage Manager may agree that the Stage Manager will perform any of those duties, but that agreement shall be separate from the Equity contract, and it shall be discussed, issued, and signed subsequent to the signing of the Equity contract. The Equity contract offer shall not be contingent upon the signing of said separate agreement, which shall neither be attached nor function as a rider to the Equity contract.

- (3) The following activities are prohibited, and, unless separately engaged as the general or company manager, the Stage Manager shall not accept responsibility for:
- (a) Having contracts or riders signed or initialed or performing any other function which normally comes under the duties of the general or company manager (which is not to preclude delivery of contracts and/or riders in a sealed envelope addressed to the individual Actor);
  - (b) Signing the closing notice of the Company or the individual termination notice of an Actor (which is not to preclude the posting of all closing and other pertinent Company notices);
  - (c) Doing the payroll or distributing payments (including, but not limited to, salary and per diem) except when such payments are delivered in a sealed envelope addressed to the individual Actor;
  - (d) Doing building maintenance, janitorial, or custodial work; or
  - (e) Supervising juvenile actors.

(K) Owning or Operating a Motor Vehicle. It shall not be a condition of employment that any of the Stage Managerial staff own or operate a motor vehicle.

(L) Working Conditions.

- (1) The Stage Manager or ASM must be present on the deck or in communication from the booth with all backstage areas during all performances, run-throughs, technical rehearsals and dress rehearsals. Under no circumstances shall anyone other than the Stage Manager or ASM be on book calling the cues of a production.

- (2) The Producer shall make available to the Stage Manager during the Stage Manager's working hours non-exclusive access to a telephone, computer and printer, copy machine, fax machine and telephone answering equipment.
- (3) Production Script.
- (a) It is agreed that it is the duty of the Stage Manager to assemble and maintain the production script for the actual technical and artistic operation of the production and that the production script remains the property of the Producer.
- (b) No Stage Manager or Assistant Stage Manager will be required to prepare any additional production script or book for publication or archival purposes or for use in any other production of the play or musical.
- (c) In the event the Producer does request a Stage Manager or Assistant Stage Manager to prepare an additional script or alter the script for any of the above purposes, the Stage Manager or Assistant Stage Manager may agree to do so provided the Stage Manager or Assistant Stage Manager is paid no less than \$350.00 for each such preparation.
- (M) Workweek. [See also (H) above.] All rules for the Actor pertaining to rehearsals, performances, overtime, breaks, rest periods, and travel time shall also be applicable to the Stage Manager and ASM, except where expressly stated otherwise. The workweek for Stage Managers and ASM's shall be limited to six hours per week beyond the hours permitted for the Actors in the applicable Tier. Hours worked in excess of the six additional hours per week must be approved in advance by the Producer or the Producer's designated representative and shall be compensated at the appropriate Tier's overtime rate. In cases of emergency and instances when the Producer or the Producer's designated representative is not available, post approval shall not be unreasonably withheld.
- (N) Tech Week. During the designated tech week of each production, the Stage Manager and ASM shall be paid no less than 2/8<sup>ths</sup> of contractual salary in addition to contractual salary. The workweek limitations specified in (M) above shall not apply during tech week for any Stage Manager or ASM whose contractual salary is at least \$455.00 per week; in no event may a Stage Manager or ASM whose contractual salary is less than \$455.00 per week work more than 40 hours without the payment of overtime.
- (O) Short-term Stage Manager. A Short-term Stage Manager may be employed on a daily and per performance basis as indicated below.
- (1) A Short-term Stage Manager must be signed to an Equity contract for all work performed, including any training, as required by Rule 13 – CONTRACTS.
- (2) A Short-term Stage Manager shall be compensated at no less than the rate applicable to the Stage Manager's category (Stage Manager or ASM) as follows:
- (a) One-sixth of minimum salary per day prior to the production's first paid public performance; and
- (b) The pro rata performance rate per performance after the production's first paid public performance.
- (3) After a Short-term Stage Manager has worked for four days or five performances, whichever occurs first, a health contribution will be made on that Stage Manager's behalf. Thereafter, a health contribution will be required after every six days or eight performances worked, whichever occurs first. Said health contributions will be due whether or not the performances or days worked are consecutive.

- (4) The Producer will contribute to the Equity-League Pension Fund 8% of all monies, exclusive of any required per diem, paid to a Short-term Stage Manager.
- (5) The employment of Short-term Stage Managers shall not replace Assistant Stage Managers that may be required by this Agreement.
- (6) If any Stage Manager is absent for one week or more, and the Producer hires a replacement Stage Manager, a temporary replacement contract of at least one week will be used.

**RULE 64: SUPPLEMENTAL ACTIVITIES.**

- (A) Activities Using Nonprofessional Performers. A not-for-profit PACT Producer who operates under this Agreement may schedule a certified activity, which is defined as a limited program supplemental to the Producer's mainstage season or prime-time activity that promotes community outreach as a public service or as an integral part of the Producer's actor/technical theatre training program available to the Chicago area acting community. Such programs, which may engage actors who are nonprofessionals, include:
- (1) Productions utilizing only nonprofessional actors who are participating in classes sponsored by the producing organization and presented for the public;
  - (2) Productions utilizing only nonprofessional actors who are a part of a training company operated by the producing organization and presented for the public;
  - (3) Productions utilizing only nonprofessional actors when the productions are presented by an outside producer (i.e., renter) for the public;
  - (4) Productions utilizing nonprofessional child actors who present their work for other children; and
  - (5) Fundraisers that utilize nonprofessional actors or amateurs presented to a select audience of theatre patrons.
- (B) PACT/Equity Casual Employment Agreement. A PACT Producer operating under this Agreement may schedule limited supplemental programming which engages Actors on a "casual" basis for work at schools, churches, special benefits, etc., before a select and specific audience. This supplemental programming shall be separate from the public activities of the Producer at the Producer's facility. The following PACT/Equity Casual Employment Agreement shall be used for such employment.

**PACT/EQUITY CASUAL EMPLOYMENT AGREEMENT: From One to Six Days**

Listed below are the basic terms and conditions for the PACT/Equity Casual Employment Agreement (hereinafter the "Casual Agreement") agreed upon by Equity and PACT.

- (1) This Casual Agreement pertains to projects of one to six days, including, but not limited to, rehearsals and performances of one or more productions.
- (2) This Casual Agreement shall pertain to both Actors who are already under contract to the Producer and to those outside the Company at the time of the special project. This Casual Agreement, however, shall not be a condition of employment for an Actor already under contract to the Producer.

- (3) For Actors already under contract, combined rehearsal and/or performance hours under the contract and this Casual Agreement shall not exceed allowable rehearsal and/or performance hours as provided under the work rules (including span of day, breaks, rest periods, etc.) of the originally contracted Tier. However, work under this Casual Agreement may occur on a day off. Actors not signed to a contract with the Producer shall work under the work rules of the Producer's mainstage Tier.
- (4) Compensation shall be on a per-hour basis at no less than the applicable overtime rate for each Tier with a minimum three-hour call. Anything beyond six days will require full contractual salary on a weekly basis.
- (5) The Producer shall make an 8% Pension contribution and a Working Dues deduction on all monies earned. Additionally, the Producer shall make a contribution for Supplemental Workers Compensation in the amount of \$2.00 per Actor per week. The Actors shall appear on a separate Weekly Report for that week.
- (6) Nonprofessionals may be engaged. The nonpro ratio shall be on a two-to-one basis, i.e.:

<u>Number of Equity Contracts</u>	<u>Number of Nonpros Permitted</u>
1	0
2	1
3	1
4	2
5	2
6	3
7 - etc.	3 - etc.

- (7) All applicable rules governing rehearsal hours, breaks, etc. shall be governed by the CAT Agreement.
- (C) Staged and/or In-house Readings. A PACT Producer who operates under this Agreement may schedule a Staged and/or In-House Reading in accordance with the terms of the Chicago Area Theatres Agreement Reading Code Side Letter.
- (D) Scheduling Additional PACT Productions or Programs Other Than Mainstage Seasonal Productions. For PACT productions performed on a "second stage" or outside of any stage's seasonal performance schedule, the Producer shall engage all Actors under the appropriate Tier as determined by the potential weekly gross for that production. [See Rule 48 – POTENTIAL WEEKLY BOX OFFICE GROSS, COMPANY TIERS, AND MINIMUM NUMBER OF EQUITY CONTRACTS.]

**RULE 65: TELEVISION, FILMING, AND RECORDING.**

- (A) Application and Liability. Except as otherwise indicated, there shall be no televising, broadcasting, visual, and/or sound recording, motion picture filming, video taping, other mechanical, electronic or evolving digital means or other substantially similar current and evolving methods of reproduction of any production without the express permission of Equity. Reproductions may not be used for note sessions with Actors, as a replacement for rehearsal, or to discipline Actors. This Rule shall also apply to any reproduction made within a period of 16 weeks following the final performance of the production.
- (B) Access to the Production. The Producer is responsible for access by media personnel to the production including rehearsals and performances and for all filmed or recorded versions or excerpts of the production.
- (C) TV or Radio Spot Commercials. [See Rule 51(C) – TV or Radio Spot Commercials.]

- (D) Broadcast. Subject to the conditions listed herein, captured material of the production may be used as part of a feature story on the production, the Theatre, the arts or any of the artists connected with the production on international, national, state, and local news, arts and arts award broadcasts (provided Actor is signed to the appropriate AFTRA/SAG contract when applicable), broadcast reviews of the production, talk and entertainment programs, community affairs broadcasts, community service programs and media projects for people with disabilities. All of the foregoing shall include, but not be limited to, programs broadcast on radio, network and cable television, and the Internet.

Subject to the conditions listed below, capture may be made of rehearsals and performances for the uses listed above. The Producer may also capture interviews, backstage footage, other non-rehearsal/non-performance footage, and promotional and publicity events (together, "Additional Footage"), which must be voluntary.

(1) During a Rehearsal.

- (a) Starting with the first day of rehearsal through the official opening or one week following the first paid public performance, whichever is earlier, regularly scheduled rehearsals may be captured for up to two consecutive hours on Tiers 1 and 2, three consecutive hours on Tiers 3 and 4, and four consecutive hours on Tiers 5 and 6 per day, one day per week. Any capture or part thereof shall constitute a full two-, three- or four-hour block. In repertory companies, only one four-hour block may be used per week, not per production.
- (b) The Stage Manager shall file a report with Equity giving the time utilized for the capture. Said report shall be initialed by the Deputy(ies). Upon contemplation of capture during a rehearsal the Producer shall make every reasonable effort to give the cast 24 hours' notice.
- (c) If the time of capture is changed the Producer shall notify the cast of such change and of the rescheduled time.

(2) At a Performance.

- (a) An entire performance may be captured only by the Producer or a third party directly engaged by the Producer, provided the Producer maintains ownership of all captured material. In the event the Reproduction is unusable or there is a cast change, another Reproduction of an entire performance may be made.
- (b) If possible, the cast must be given 24 hours' notice of the capture of an entire performance or any part thereof.
- (c) The cast must be given notice at the half-hour call of the capture of an entire performance or any part thereof.
- (d) No additional or altered lighting may be used. It is intended that in permitting such capture, neither the Actor nor the audience shall be disturbed in any manner.

(3) Additional Footage.

- (a) The Producer's intent is to show the Actors in the best possible light.
- (b) The Actor's written permission is required at time of capture for costume fittings/changes and warm-ups. There may be no capture of nudity.

(c) There is no time limit on the capture or use of Additional Footage.

(4) Provisions Applicable to Performance and Rehearsal.

(a) No more than 15 minutes of edited performance and/or rehearsal per production captured by the Producer, or a third party directly engaged by the Producer, shall be used. The edited footage/material **may** depict an entire scene or musical number.

(b) A news organization or media company may only capture up to 30 minutes of rehearsal and up to 30 minutes of performance per production. No more than three minutes of edited performance or rehearsal footage that is captured by news organizations or media companies may be broadcast. Such broadcast may **not** depict an entire scene or musical number.

(c) A Stage Manager signed to an Equity contract is required at every capture session.

(d) For any violation hereof, other than violations of unauthorized subsequent use of the film or tape, the Producer shall pay one week's contractual salary or Production Minimum, whichever is greater, to each Actor whose rights have been breached hereunder. Such payments shall not preclude any right in law or equity, civil or criminal, that arises under a breach of this Rule, which the Actor or Equity has against the Producer or any third party.

(E) Non-Broadcast. Subject to the conditions listed herein, a Reproduction may be made for non-broadcast promotion, publicity, marketing, public relations, fundraising, audience development, education, transfers to other not-for-profit Theatres, prize, award, and festival applications, and/or civic, state, and national promotion.

An Actor employed in a production under the terms of this Agreement may participate in the capture of material for use by the Producer for the aforementioned purposes under the following terms and conditions:

(1) All capture of performance and rehearsal must occur in accordance with (D) above.

(2) The Producer shall receive no compensation for the exhibition of any material captured under the terms of this provision.

(3) Upon Equity's request, the Producer will provide Equity with the opportunity to view the completed Reproduction.

(4) The edited Reproduction under the terms of this provision may constitute up to 25% of the captured material but in no case more than a total of 15 minutes of performance and/or rehearsal. The edited Reproduction **may** depict an entire scene or musical number.

(5) There is no time limit on the use of Additional Footage.

(6) In the event the Producer wishes to submit a Reproduction of an entire performance to private or public grant-making institutions, to apply for prizes or awards, or fulfill festival application requirements, the Producer may make a Reproduction of the production for this sole purpose(s) and shall notify Equity at the time of submission. Any such Reproduction made under this Rule shall be encoded with warnings at regular five-minute intervals that state the following: THIS FOOTAGE IS FOR GRANT, PRIZE, AWARD or

FESTIVAL APPLICATION REQUEST PURPOSES ONLY AND MAY NOT BE SCREENED FOR ANY OTHER PURPOSE. UNDER NO CIRCUMSTANCES MAY THIS FOOTAGE BE DUPLICATED. Any Reproduction made under this Rule must also include the Equity logo and identify that Actors in the production include members of Actors' Equity Association.

- (7) The provisions of this section are not intended to allow Reproduction for the creation of television commercials and may not be used in such commercials.
  - (8) The Producer may retain and use Reproductions made under this Rule for as long as the Producer operates under the CAT Agreement, after which the Reproductions shall be transmitted to Equity to be destroyed.
  - (9) The Producer will maintain control and ownership of all material reproduced and will ensure that it is used for no commercial purposes whatsoever.
- (F) Reproduction to Facilitate Production Work and Transfers to Not-for-Profit Theatres.
- (1) Capture.
    - (a) For the purpose of production work and the facilitation of transfers to other not-for-profit Theatres only, there shall be no time limit on the capture of a rehearsal or a performance.
    - (b) It is intended that in permitting such capture, it shall be unobtrusive and neither the Actor nor the audience shall be disturbed in any manner.
    - (c) All Actors involved must be given notice at least 24 hours prior to the performance or rehearsal that is to be captured.
    - (d) A Stage Manager must be present at the captured performance and rehearsal.
  - (2) Use.
    - (a) The Reproduction may be used by the playwright, orchestrator, dance arranger, designers, Stage Manager, Dance Captain, Fight Captain, Stunt Coordinator and/or the not-for-profit transferee Theatre's production staff.
    - (b) After the stated purpose has been accomplished, the Reproduction must be destroyed.

This section shall be an experiment and expire on June 25, 2011.

- (G) Cast Album. Not-for-profit PACT Producers who wish to make a cast album may utilize the terms of the Chicago Area Theatres Cast Album Side Letter. For non-PACT Producers and PACT Producers who do not qualify to use the CAT Cast Album Side Letter, the below-listed terms shall apply. Notwithstanding (A) above, cast albums may be made under the provisions of the Original Cast Album Rider. The Producer agrees that the Stage Manager and any Actor who sings or verbalizes in any number in the production shall be employed on the appropriate AFTRA contract for the recording of said album and shall receive at least one week's Equity contractual salary for each day or part thereof so employed. The cast album shall accord credit to each Actor appearing in the production at the time the recording is made, whether or not the Actor performs on the recording. The following terms and conditions shall apply:
- (1) The Producer shall give Equity not less than 72 hours' notice (inclusive of at least two business days) prior to such recording;

- (2) If, during the recording of a cast album, one or more nonprofessionals is/are engaged, Actors engaged as Swings or Understudies assigned to singing parts, if any, who are not engaged to record the cast album shall share equally in an amount equal to the average weekly contractual salary of said Swings and Understudies multiplied by the number of employment days of such nonprofessional singers; and
- (3) For cast album recordings only, there shall be at least a 10-hour rest period between an evening performance and a morning recording call. There shall be a break of 1½ hours (one hour if a meal is provided) between the recording session and rehearsals or performances scheduled under this Agreement. Recording sessions may not be scheduled on two-performance days. Application of this Rule may not reduce breaks or rest periods required by the AFTRA contract.

(H) Captured Material For Use By Visual/Audio Interpreters.

- (1) The Producer may make an audio and/or video Reproduction for the sole purpose of assisting interpreters for the hearing or visually impaired (hereafter referred to as "Interpreters"). Under no circumstances may any such Reproduction, in whole or in part, be used for any commercial or noncommercial purpose, except as expressly provided herein, without the written consent of Equity and pursuant to terms established by Equity.
- (2) Capture will take place during one regularly scheduled rehearsal or performance of each production. There may be no special calls and no special staging for the capture.
- (3) The Actors shall be given at least 24 hours' notice of any capture hereunder.
- (4) No copies of the Reproduction shall be permitted. The Reproduction will be adequately secured by the Stage Manager or the Interpreter to insure its integrity. Under no circumstances may anyone other than the Interpreter listen to or view the Reproduction.
- (5) After the stated purpose has been accomplished, the Reproduction will be surrendered to Actors' Equity Association, accompanied by written certification signed by the Producer, the Stage Manager, and the Interpreter that no copies of the Reproduction exist.
- (6) Any breach of the terms set forth herein shall render the Producer liable for breach penalty payments of not less than two weeks' salary for each Actor affected plus any applicable AFTRA or SAG rates.

(I) Web Sites and Other Platforms. Up to a total of 15 minutes of edited rehearsal and/or performance footage per production (which may depict an entire scene or musical number), as well as unlimited Additional Footage, may be used as follows:

- (1) On web sites of the Producer; transferee not-for-profit Theatres; not-for-profit arts and tourism-related agencies of the city, county, state and intra- and inter-state region in which the Producer is located; local Rotary, Chamber of Commerce, and local not-for-profit "booster" organizations; media web sites; arts calendar websites (such as Playbill.com); third-party promotional and ticketing services (e.g., Theatremania.com, Ticketmaster, WebTix.com); and not-for-profit service and arts promotion organizations (e.g., Actors' Equity Association, Theatre Communications Group, Americans for the Arts, League of Chicago Theatres, Illinois Arts Alliance).
- (2) On web sites of sponsors and/or supporters of the Producer, provided:
  - (a) The Actor's likeness is used solely to acknowledge the sponsorship or support and is not in any way used directly or indirectly to endorse the sponsor or a

specific product of the sponsor;

- (b) At the time of contracting, the Producer solicits from the Actor any current or potential professional conflicts that may limit the use of the Actor's image on the sponsor or supporter's web site, and the Producer, based upon the Actor's written notification, does not use the Actor's image in any way that may pose conflicts;
  - (c) The footage is not used for more than two years from commencement of the Actor's individual employment contract. The Actor may negotiate a lesser time period, and;
  - (d) The Producer shall indemnify the Actor against any breach of an Actor exclusivity clause when such breach is a result of the use not authorized by this Rule 65(I)(2).
- (3) Promotional and publicity recordings may be delivered through the following platforms including, but not limited to: mobile technology (including, but not limited to, cell phones), sales kiosks, podcasts, wallpaper, and video e-blasts. A Producer may also use and provide materials captured hereunder to other substantially similar delivery platforms that are currently available or as they may evolve.
  - (4) For all usage authorized by this website rule, the Producer's ticket sale information may be presented on the same "page" as the Reproduction. If voice-over or other live actor work performance is required, in addition to the permitted performance footage, the applicable AFTRA/SAG Agreements shall apply to such voice-over or other work.
  - (5) The above time restrictions apply per distribution point not per delivery platform. Thus, a permitted Reproduction may be used on a number of different web sites, not just one Reproduction for the entire web.
  - (6) Reproductions may be changed on an individual distribution point (e.g., a single web site) as often as the Producer wishes provided the total amount of material on that distribution point at any one time adheres to the time limitations set forth above.

Use of footage for any purpose other than specified above is strictly prohibited. For any violation under this Rule, the Actor shall be paid no less than two weeks' contractual salary in addition to any AFTRA or SAG amounts which may be due.

(J) New Media Additional Terms.

- (1) Except in the case of a transfer from another not-for-profit Theatre, should the Producer use captured material from a previous production or a production produced by a different Theatre, the original production will be so identified (e.g., "footage from original Victory Gardens cast 2009").
- (2) In the event of a tour, if the Producer provides its captured material to a presenter who, in turn, elects to promote a season, and that season includes non-Equity productions, the material provided by the Producer must indicate that the Actors and Stage Managers are represented by Equity.
- (3) In the event captured material is used to promote a season that includes any non-Equity production, the captured material must indicate that the Actors and Stage Managers are represented by Actors' Equity Association.
- (4) Material may not be used to promote a non-Equity production.

- (5) The Producer may furnish captured material to a commercial producer, for promotional and publicity purposes only, provided the commercial producer makes additional payment to each Actor as negotiated by the commercial producer with Equity.
  - (6) Except in the case of a transfer to another not-for-profit Theatre, the Producer may furnish captured material to another not-for-profit Theatre to promote and publicize a separately produced production, with additional payment to each Actor in the original production as negotiated by Equity.
  - (7) Equity may obtain and use footage from any production (including closed productions) for purposes of promoting and branding Equity provided Equity credits both the Producer and the production.
- (K) New Media Payment. For the right of the Producer to capture and use Reproductions under the New Media provisions, the Producer shall pay the below-listed percentage of the applicable Tier's minimum Actor salary per Actor per week. [See Rule 71 – VACATIONS.]

Tier 1, 2, 3 or 4: 0.5%  
Tier 5 or 6: 1.0%

This payment shall accrue in each week, or part thereof, of rehearsal or performance. The payout of the media fee, which shall be treated as salary, shall be made to the Actor in the last week's check.

**RULE 66: TERMINATION AND CLOSING NOTICES.**

- (A) Written. It is the essence of all employment contracts that all notices, Company and individual, must be made in writing. Copies of all notices must be filed with or mailed to Equity immediately by the Actor or Producer giving notice.
- (B) Service. All notices to the Producer must be in writing and may be given to the Producer, the company manager, or the Stage Manager. Notice to the Actor must be in writing and given to the Actor personally, unless the Producer has obtained the address of the Actor as registered with Equity, in which case unless otherwise provided under the rehearsal provisions, it may be given by mail or telegram. All communications that refer to the Company in general shall be posted upon the callboard.
- (C) Before Rehearsal. Before the beginning of rehearsals, standard contracts may be terminated as follows:
  - (1) By the Actor.
    - (a) An Actor earning less than \$850.00 per week may give written notice to the Producer at any time prior to three weeks before the reporting date on the face of the contract. During the three weeks prior to the reporting date, said Actor may terminate the contract by paying one week's contractual salary to the Producer. Said payment, in the form of a certified check, cashier's check, or money order, must accompany the termination notice in order for such notice to be effective.
    - (b) An Actor earning \$850.00 or more per week but less than \$1,500.00 shall give at least three weeks' notice prior to the reporting date on the face of the Actor's contract and pay the Producer at least one week's contractual salary. Said payment, in the form of a certified check, cashier's check, or money order, must accompany the termination notice in order for such notice to be effective.

- (c) For an Actor contracted at a salary of \$1,500.00 per week or more, either party may terminate the contract by giving the other party at least six weeks' written notice prior to the reporting date on the face of the contract and paying the Actor one week's contractual salary multiplied by the number of weeks of employment guaranteed in the contract, but in no case less than two weeks' contractual salary. Said payment, in the form of a certified check, cashier's check, or money order, must accompany the termination notice in order for such notice to be effective.
- (2) By Producer. Except as indicated in (1)(c) above, the Producer may terminate the Actor's contract any time prior to the reporting date on the face of the contract by giving written notice to the Actor and paying the Actor a sum equal to one week's contractual salary multiplied by the number of weeks of employment guaranteed in the contract, but in no case less than two weeks' contractual salary. Said payment must accompany the termination notice in order for such notice to be effective.
- (D) During Rehearsal.
- (1) By the Actor. During rehearsals the Actor may not terminate the contract; however, during the rehearsal period, the Actor may give the Producer written notice of the Actor's intention to terminate the contract. The effective date of said notice shall be no earlier than two weeks after the first paid public performance.
- (2) By the Producer. The Producer may terminate the Actor's contract any time prior to the first paid public performance by giving written notice to the Actor and paying the Actor a sum equal to one week's contractual salary multiplied by the number of weeks of employment guaranteed in the contract, but in no case less than two weeks' contractual salary. Said payment must accompany the termination notice in order for such notice to be effective and is in addition to any amount owed to the Actor for work done to date.
- (E) Individual Termination After the First Paid Public Performance.
- (1) Two Weeks' Notice. Either party may terminate the contract on or after the date of the first paid public performance of the production by giving the other party two weeks' written notice. Once the just cause provision [see (2) below] is in effect, however, the Producer may only terminate the Actor's contract for just cause. The just cause provision for a Tier 6 open-ended run is in effect four weeks after the individual Actor's first performance. In all other cases just cause is in effect after the third week following the first paid public performance.
- (2) Just Cause. Except for the provisions of (1) above or in the case of a Stage Manager temporarily replacing another Stage Manager on pregnancy leave, no Actor may be terminated except for "just cause". If requested by the Actor in writing, the Producer must furnish the reasons for dismissal to the Actor and Equity in writing within two weeks of such request. Equity may then investigate the basis for the discharge. If Equity desires to challenge the discharge, the matter shall be submitted to arbitration as provided in this Agreement without the intervening Dispute Resolution process.

In the event that a Producer discharges an Actor pursuant to the provisions of this Rule and obtains the written consent of Equity for the discharge of that Actor, the discharge shall be considered justified and not subject to arbitration. In the event that the Producer does not receive the aforesaid written consent, the matter shall be subject to the provisions of expeditious arbitration as provided in Rule 21(C) – Expeditious Arbitration.

In the event just cause is not found, the arbitrator's award shall be limited to monetary damages, which shall not exceed six weeks' contractual salary.

- (F) Company Closing Notice. The Producer may close the Company upon one week's written notice or upon payment of one week's contractual salary in lieu thereof, provided the Producer has paid the Actor for all services rendered to date, but in no event shall the Actor be paid less than two weeks' salary. [See also Rule 67 — TERM OF EMPLOYMENT.] The Producer shall post this closing notice before the curtain up of the last performance of the week preceding the closing week.
- (G) Effect of Company Notice. When an entire Company is closed in accordance with (F) above, such closing notice shall supersede any individual termination notice then outstanding.
- (H) Payment When the Actor Is Not Allowed to Work Out Notice. If the Actor is not allowed or required to work out any notice properly given under the terms of this Agreement, the Actor shall be paid all amounts due immediately upon the giving of notice and may accept other employment.
- (I) Rights After Giving Notice When the Actor Secures a New Engagement. Should either party give the other any notice permitted under this Agreement which terminates the Actor's contract of employment at any future date, and should the Actor have a new engagement, the Actor shall be permitted to attend rehearsals under the new engagement that do not conflict with the Actor's rehearsals and/or performances under the Actor's then-existing contract.
- (J) Pregnancy. A Stage Manager and/or an ASM shall not be terminated because of pregnancy during the term of her contract. The Stage Manager and/or ASM shall remain on contract without pay or accrual of benefits during such leave. Said leave shall continue until she is ready to return to work but may not exceed 180 days without the written consent of the Producer. The Stage Manager and/or ASM must give the Producer the same amount of notice of her intent to return as the notice of termination contained in the Replacement Stage Manager's or ASM's contract.
- (K) Actor's Inability to Perform. [See Rule 55(D) – Replacement or Termination Due to Actor's Inability to Perform.]
- (L) Term Contracts. Notwithstanding (C), (D), and (E) above, Term Contracts, see Rule 17(CC) – Term Contract, may only be terminated in accordance with the following:
- (1) Notice of Closing. The Producer shall give to all Actors signed to Term Contracts one week's individual notice in writing of the closing of the production and Company or pay one week's salary in lieu thereof.
  - (2) Termination. Term Contracts, except as they may be terminated in accordance with Rule 29(A)(2) — Illness or Rules 53(A)(12),(13) and (14) – Rehearsals Lost, Absence From, and Rehearsals Discontinued or Play Abandoned, terminate on the date stipulated in the individual contract of employment without notice, provided that a Principal Actor engaged under a Term Contract may agree to continue with the Producer after the expiration of the period of employment contracted for, without entering into a new contract, but from and after the expiration, Actor shall be deemed to be employed under all the terms and conditions of the Standard Contract.

#### **RULE 67: TERM OF EMPLOYMENT.**

The Producer guarantees the Actor a minimum of two consecutive weeks of employment, except as provided in Rule 55(B) – Temporary Replacement, Rule 63(F) – One-Week Assistant Stage Manager, and Rule 64 — SUPPLEMENTAL ACTIVITIES.

## **RULE 68: TOURS.**

Unless specifically modified herein, all rules governing the applicable Tiers shall apply to any tour organized and contracted under this Agreement.

- (A) Contract. The Actor shall perform only at the mainstage theatre unless otherwise specified in the Actor's contract.
- (B) Tour Limitations.
  - (1) Tiers. Local touring shall be permitted on all Tiers. There shall be no overnight touring permitted under Tiers 1, 2, or 3 of this Agreement without the permission of Equity.
  - (2) Jurisdiction. Touring under the terms of this Agreement shall be permitted within the jurisdiction of the Central Regional Equity office. Performance venues outside of the jurisdiction of the Central Regional Equity office may be subject to national Equity policy. When possible, the salaries and other provisions of this Agreement shall prevail.
- (C) Stage Manager. A Stage Manager must be present at all rehearsals and performances given away from the mainstage theatre.
- (D) Performances.
  - (1) Number Of.
    - (a) In Tier 1, there shall be no more than four performances in any workweek without additional compensation.
    - (b) In Tier 2, there shall be no more than five performances in any workweek without additional compensation.
    - (c) In Tier 3, there shall be no more than six performances in any workweek without additional compensation.
    - (d) In Tier 4, there shall be no more than seven performances in any workweek without additional compensation.
    - (e) In Tiers 5 and 6, there shall be no more than eight performances in any workweek without additional compensation.
  - (2) Change in Performance Schedule. The Actor shall be notified of any change in the performance schedule at least two weeks in advance, except in an emergency when a shorter notice period may be agreed to by a majority of the Company (voting by secret ballot).
  - (3) Prior to 12:00 Noon. Any performance which begins prior to 12:00 noon (except for student or special audience performances), or which continues beyond 1:00 AM shall be paid for at the rate of an additional 2/8<sup>ths</sup> of weekly contractual salary. If there are to be any performances prior to 12:00 noon, the Actor shall be so advised at the time of the audition or interview. If the Producer's tour schedule is incomplete at the time of the interview or audition, the Actor shall be advised of the tour schedule at the time of contract signing. In either event, a rider must be attached to the contract. Should there be no rider, the Actor shall not be required to perform without the consent of Equity.
  - (4) Evening Performances. An evening performance on a day in which there is a performance beginning prior to 1:00 PM shall be permitted, provided there was an

interval of at least 12 hours between the final curtain on the previous day and the first call on the day of the early performance.

(E) Day Off.

- (1) Required. The Producer agrees that there will be one day off free of all performances and rehearsals in each workweek following the workweek containing the first paid public performance for tours operating under Tiers 3, 4, 5, or 6. There shall be two days off free of all performances and rehearsals in each workweek after opening for tours operating under Tiers 1 or 2. Such days off shall be no more than nine consecutive performance days apart. For each performance given after nine consecutive performance days have elapsed without a day off, each Actor shall be paid an additional 3/16<sup>ths</sup> of the Actor's weekly salary for each performance.
- (2) Travel on Day Off. Travel to the next playing date, if necessary, will not constitute a breach of (1) above requiring extra payment. However, every two weeks there shall be one day free of rehearsals, performances, and travel.

(F) Local Tours.

- (1) Minimum Weekly Salary. The minimum weekly salary for touring shall be the minimum weekly salary for the appropriate Tier, as set forth in Rule 59(B) – Minimum Weekly Salaries for Actors, Stage Managers, Assistant Stage Managers, and Understudies, plus no less than \$50.00. Touring salary shall be paid in any workweek in which a performance is held away from the mainstage theatre.
- (2) Length of Call on Local Tours. An Actor may not be called for more than 10 consecutive hours on the day of a local tour. This period may include, but is not limited to, any rehearsals, required rest periods (whether given or not), performances, and round-trip transportation between the designated place of departure and the place of performance.
- (3) Transportation. At the Producer's expense, the Producer shall transport the Actor whenever the Actor is required to travel away from the mainstage location. Return transportation shall also be provided to the designated place of departure.
- (4) Break Between Performances. There shall be a break of at least 1½ hours between performances, which can be reduced to one hour by a unanimous secret ballot vote of the Company. If the end of the previous performance (or arrival in town) is less than 1½ hours prior to the Actor's designated call, the Producer shall provide a meal at the theatre at no cost to the Actor. The break between performances specified in this provision shall not apply to school performances of 1½ hours' or less duration.

(G) Overnight Tours.

- (1) Minimum Weekly Salary. The minimum weekly salary for touring shall be the minimum weekly salary for each Tier, as set forth in Rule 59(B) – Minimum Weekly Salaries for Actors, Stage Managers, Assistant Stage Managers, and Understudies, plus no less than \$50.00. Touring salary shall be paid in any workweek in which a performance is held away from the mainstage theatre.

- (2) Per Diem. Minimum per diem shall be \$40.00 and shall increase by \$1.00 each year of the Agreement, as follows:

June 29, 2009 – June 27, 2010	\$40.00
June 28, 2010 – June 26, 2011	\$41.00

- (3) Housing.

- (a) Responsibility For. The Producer shall be responsible for securing clean and sanitary single rooms in first-class hotel accommodations and for the payment thereof, including taxes, but excluding incidentals (e.g., telephone charges, room service, etc.). Motel or university/college accommodations may be used in lieu of first-class hotels if:
- (i) Such accommodations are centrally located to the theatre; and
  - (ii) Local transportation and restaurant facilities are available at or near the site of these accommodations.
- (b) Nondiscrimination. The Producer shall obtain accommodations for the entire Company in the same hotel without regard to race, color, creed, gender, sexual orientation, or physical impairment. The Producer shall immediately report to Equity any difficulty in obtaining such accommodations.
- (c) Choice. No later than the beginning of rehearsal or two weeks prior to the commencement of the tour, the Producer shall submit to the Actor a list of the scheduled accommodations. With the Producer's consent, the Actor may arrange for the Actor's own accommodations. In this case, the Producer agrees to reimburse the Actor for the actual cost of said accommodations up to the cost of single occupancy accommodations provided to the Company. The Producer shall not be responsible for local transportation or other expenses the Actor may incur by not using accommodations provided by the Producer.

- (4) Rehearsals and Breaks.

- (a) Rest Period After Arrival. There shall be a two-hour rest period after arrival at the hotel. Invasion of this rest period shall be payable at the applicable overtime rate.
- (b) Length of Call. Whenever combinations of travel, rehearsal, and/or performance extend a workday beyond 10 hours, the Actor shall be paid at the applicable overtime rate. [See also Rule 57(A)(1)(c) – Penalty for Violation.]
- (c) Meal Required. If a previous performance (or arrival in town) is less than 1½ hours prior to the Actor's designated call, the Producer will arrange to serve a meal in the theatre. Such meal, when ordered by the Actor, shall be paid for by the Producer. The Actor may request in advance either a hot or cold meal and, if practical, the Producer shall accommodate the Actor's request. In the event that no meal is served, the Producer shall pay the Actor a minimum of \$8.00 in lieu thereof.

- (5) Transportation. [See Rule 69 — TRANSPORTATION AND BAGGAGE.]

- (6) Baggage. The Producer shall provide for the transport of the Actor's baggage up to the maximum weight allowed by the carrier without additional charge. At least two weeks

prior to the departure date, the Producer will furnish each Actor with written guidelines for reasonable baggage limitations (i.e., the number, size, and weight of pieces of baggage).

(H) Bus Touring. All bus travel shall be conducted in accordance with the below-listed provisions.

(1) Routing. The Producer shall submit to Equity a detailed routing of any proposed bus tour based on the following schedule of maximum hours per each day of travel:

Two-Performance Days	3 hours
One-Performance Days	6 hours
Non-Performance Days	8 hours

(2) Route Sheet. The Producer shall submit to Equity and the Deputies of the Company a route sheet (on a form provided by Equity) that shall contain places of performance, mileage between cities, estimated hours of travel, and a performance schedule. The route sheet and performance schedule shall be submitted prior to the commencement of the tour. Subsequent route sheets and performance schedules shall be submitted to Equity and the Deputies as bookings are arranged. Performance schedules must be provided at least two weeks prior to the performance and shall include dates, times, places, and the title of the play to be performed. A representative of the Producer shall travel with the Company on the bus at all times.

(3) Bus Log. The Producer or the Producer's designated representative shall keep an accurate and complete bus log (on a form provided by Equity), which shall not be prepared by a member of the Company. The Deputy will initial the log daily, indicating only that the Deputy is aware of the figures entered. At the end of each week the Producer or the Producer's designated representative shall provide the Deputy with two copies of said log. The Deputy shall then file one copy with Equity together with any comments the Deputy deems appropriate.

(4) Comfort and Safety. The Producer agrees that the bus shall be equal in comfort, condition, and safety to those used by first-class long-distance bus companies and that it shall be equipped with heat, air conditioning, separate luggage quarters, and seating accommodations for each Actor. The Producer shall instruct the driver to obey all of the traffic regulations and speed and safety rules of each city or state.

(5) Smoking. There shall be no smoking on the bus.

(6) Travel Time. Travel time shall commence and be computed from the time the bus is scheduled to depart from the last Actor's hotel at the place of departure until the time the last Actor's hotel is reached at the city of destination. The Actor shall be prompt for all bus calls and shall make the Actor's baggage available for loading at least 15 minutes prior to the scheduled departure time. If an Actor is responsible for a delay at any time, such delay shall not be counted as part of the travel time of the Company. If Actors are lodged at more than one hotel, the Producer shall schedule a pickup at each hotel for the convenience of the Company.

(7) Overtime Travel. If the applicable travel time set forth in (1) above is exceeded, the Producer shall pay overtime at the rate of \$10.00 per hour or part thereof, up to two hours, and double overtime (i.e., \$20.00 for each hour or part thereof) after two hours. Payment of any overtime due shall be included with the salary payment of the week following the workweek in which overtime travel occurred and shall be identified as travel overtime. This travel overtime shall be paid in addition to any other overtime violations that may occur as a result of a violation of travel time.

- (8) Time Lost. Travel time shall not include time lost due to accidents on the road or other unforeseeable conditions, or time lost by inspections by state officials while crossing state borders or going through customs at international borders. Should there be more than three breakdowns in a one-month period, Equity shall have the right to require the Producer to furnish a different bus.
- (9) Comfort Stops. There shall be a minimum of one 10-minute comfort stop within each two-hour travel period unless the bus has lavatory facilities. The first 10-minute stop shall not be deemed part of the travel time.
- (10) Meal Break. Within the first four-hour travel period, there shall be a meal stop of at least one hour. If the trip does not commence until after 12:00 noon, however, the first meal stop need not occur for five hours. After this first stop, meal stops shall occur at intervals not to exceed five hours. The actual time utilized for such meal stops shall not be considered part of the travel time.
- (11) To and From the Hotel and Theatre. Upon arriving at its destination, the bus will first deliver the Actors to their accommodations. In every case where the theatre is situated more than one-quarter mile from the hotel, the bus will transport the Actors to the theatre and return them to the hotel after the performance. The bus shall leave the theatre when all Actors are ready to be transported to the hotel. The time of the bus departure, however, shall be no later than 30 minutes after the final curtain. Travel time from the theatre to the last hotel, including the 30-minute bus departure interval, shall not exceed one hour.
- (12) Overnight Rest Break. There shall be an interval of at least 12 hours between the final curtain and the bus call for the next day's travel, except that on two days a week this interval may be reduced to 10 hours. Should the Producer and/or the Producer's designated representative delay the departure of the bus from the theatre beyond 30 minutes, the time of arrival at the hotel shall mark the beginning of the time for the required rest period. In the case of consecutive days being completely devoted to travel with no performance, there shall be an interval of at least 12 hours between the termination of one day's bus journey and the beginning of the following day's bus journey.
- (13) Night Travel. Night travel shall be defined as travel between the hours of 10:00 PM and 6:00 AM and shall only be permitted by written consent of Equity.
- (14) Bus and Truck Touring Company Rider. The following language shall be contained in a Bus and Truck Touring Company Rider, which shall be attached to all contracts for tours which use buses as the primary means of transportation:

"The Actor understands and agrees that transportation during this tour shall be by bus and all provisions of Rule 68(H) – Bus Touring shall apply.

The Producer shall use best efforts to book the tour so that the Actor shall travel as little as possible. It is understood, however, that consecutive one-night engagements may be required under this contract.

It is understood that in addition to the cast and the Producer's representatives, the bus(es) shall also carry (check) crew\_\_\_\_, musicians\_\_\_\_, no one\_\_\_\_.

The Actor is guaranteed a single \_\_\_\_ double \_\_\_\_ seat. This guarantee shall not apply in emergency situations when a substitute vehicle is required or when occupants of two buses are forced to double up.

No pets shall be allowed on Company buses without the written consent of the Producer.

Without the written consent of the Producer, it is understood that no person shall be allowed to ride on the bus with the Company unless that person is a bona fide employee engaged for the tour."

**RULE 69: TRANSPORTATION AND BAGGAGE.**

- (A) Responsibility For. The Producer, at the Producer's own expense, shall transport the Actor by a direct and expedient mode whenever the Actor is required to travel. Any Actor employed originally from a point outside of the area in which the theatre is located shall be provided return transportation to the same place at the termination of employment.
- (B) Manner and Route. The Actor shall travel by such routes as the Producer may direct, except as otherwise agreed in writing between the Actor and the Producer. In no event shall any agreement provide for a payment to the Actor of a sum less than the Producer's actual cost of applicable public transportation from the Actor's place of residence to the theatre and return.

Unless the Producer specifies the manner and route of transportation, the Actor may choose the Actor's own mode of transportation and shall be reimbursed in an amount at least equal to the fare of a direct and expedient mode of transportation, including transportation of the Actor to the theatre or the Actor's lodgings in the community of the theatre's location.

- (C) Tickets or Cash Equivalent. The Producer shall furnish the Actor with the necessary transportation tickets or their cash equivalent at least three days in advance of the Actor's departure. [But see (B) above.] Upon request of the Actor, the Producer shall deliver to the Actor the Actor's return transportation tickets or their cash equivalent at least three days before the termination of the Actor's contract. [But see (B) above.]

If, in an emergency, it should become impossible for the Producer to comply with the above conditions, the Producer shall reimburse the Actor in an amount equal to the actual sum spent by the Actor for transportation. In no instance may the Producer take advantage of reduced round-trip fares unless tickets or their cash equivalent are delivered to the Actor three days in advance of departure.

- (D) Previous Consecutive Engagement. When the Actor has been playing in a previous consecutive engagement, all tickets or their cash equivalent covering transportation from one theatre to another shall be furnished by the Producer of the theatre at which the Actor has the Actor's next engagement at least three days prior to the Actor leaving for said engagement.

Should the Producer fail to send these tickets or monies, the Producer of the theatre at which the Actor is currently engaged may furnish the Actor with the full cost of transportation to the Actor's next engagement, or the Producer shall provide the Actor with return transportation to the Actor's place of residence.

The Producer of the theatre at which the Actor is last employed shall be responsible for returning the Actor to the Actor's residence.

- (E) Rail Transportation. Day coach transportation is limited to 10 hours daily. After 10:00 PM, transportation shall include individual sleeping accommodations, which shall be no less than a roomette, if available.
- (F) Air Travel. The Actor shall not be compelled to travel by air without the Actor's consent. Air travel must be on certified, scheduled, commercial airlines and, unless the only air service available does not permit, shall include no more than one stop. Unless the Actor requests otherwise, these flights shall take place between the hours of 7:00 AM and 9:59 PM and shall be less than five hours' duration with meals provided at the Producer's expense. The Producer may

require the Actor to board a flight that is scheduled to depart between the hours of 10:00 PM and 6:59 AM if the Actor is provided with a first-class seat. If the Actor consents to travel by air, the Producer agrees to reimburse the Actor for the premium cost of air travel insurance purchased by the Actor up to the amount of \$60,000. Air travel on non-scheduled or private airlines will not be permitted.

The Producer may utilize special fares provided the above-listed conditions are met and the Actor is assigned a seat identical to seats provided to full-fare coach passengers, receives the same meal service, and generally receives the same degree of service provided to full-fare coach passengers.

If a delay en route in air travel occurs, the Producer shall reimburse the Actor for all expenses usually paid or furnished the traveler under first-class air travel and not paid to the Actor by the airlines.

- (G) Automobile Travel. In the event the Actor uses the Actor's own car or rides with another Actor in lieu of other transportation at the beginning and/or end of the engagement, the Actor shall receive in cash a sum that is no less than the cost of a 14-day advance coach airline ticket or the current federal mileage reimbursement rate, whichever is less.

On a tour, if the Company closes away from the main theatre, the Producer shall, at the Actor's option and if the Actor has a bona fide reason, return the Actor to the main theatre prior to returning the Actor to the Actor's place of residence.

- (H) Bus Transportation. Bus travel shall be by public carrier duly licensed to carry passengers by interstate or intrastate commission. Such travel shall be between the hours of 8:00 AM and 8:00 PM and shall not exceed 10 hours. Buses shall be air-conditioned and provide for the maximum comfort of the Actor. [See also Rule 68(H) – Bus Touring.]
- (I) Baggage. The Producer shall pay for the transportation of the Actor's baggage and/or personal effects up to 400 pounds for each Actor, plus 200 pounds for each dependent (maximum combined total of 1,200 pounds). The method of shipment shall be determined by the Producer and specified in a rider to the Actor's contract.

The Actor shall be responsible for transporting the Actor's personal hand baggage to and from the station or airport in the Actor's city of residence. The Actor shall take the most reasonable and expeditious mode of transportation and the Producer shall reimburse the Actor for the actual cost up to \$30.00 each way as set forth and itemized on a form that shall be provided by Equity for this purpose. [See also Rule 68(G)(6) — Baggage.]

- (J) Local Transportation. [See Rule 28(C) – Local Transportation.]

## **RULE 70: UNDERSTUDIES.**

- (A) Requirement. An understudy shall cover each part except:
- (1) Parts of "bit" players; and
  - (2) Parts which, due to the status of the Actor and/or the requirement of special skills (e.g., signing for the hearing impaired, acrobatic or gymnastic skills, etc.), cannot be understudied without jeopardizing the artistic quality of the production. Such parts must be so stipulated by a rider to the Actor's contract. [See Rule 36(F) – Buy-Out Option.]

- (B) Assignment. Understudies must be available to perform by the first paid public performance. Complete understudy assignments must be forwarded to Equity no later than the end of the second week of rehearsal.

In no event shall an Actor performing in the production understudy more than two Principal roles.

- (C) Nonprofessionals. The Producer may employ nonprofessionals and Equity Membership Candidates as understudies.

- (D) Replacement of Actor by Nonprofessional. If an Actor is being understudied by a nonprofessional or an Equity Membership Candidate, that understudy may perform the part for a period of not more than two weeks. Thereafter the part must be filled by an Actor signed to an Equity contract without prejudice to the original Actor if the Actor's contract has not been terminated.

- (E) Performance. No Understudy shall be required to perform until the following conditions are met:

- (1) One week has elapsed since the Understudy was engaged or assigned. In the case of an Understudy who is also performing in the production, this shall be extended to two weeks;
- (2) The Understudy has had the script and music, if applicable, for at least one week. In the case of an Understudy who is also performing in the production, this shall be extended to two weeks; and
- (3) The Understudy has had at least one rehearsal encompassing all blocking, music (with at least piano accompaniment), and all choreography, including fight/stunt choreography (as applicable). Such rehearsal shall also include use of props, weapons, costumes, and mechanical or pyrotechnical devices as deemed necessary.

In an emergency, if the above conditions have not been met, the Understudy may agree to read the part.

- (F) Compensation for Equity Understudy.

- (1) Full Equity Understudies. An Equity Understudy may be hired on a Standard Contract at the Tier on which the theatre operates. The Understudy shall be paid according to the appropriate Tier provisions of this Agreement and shall be subject to all rehearsal and performance provisions of that Tier. [See Rule 53 — REHEARSALS, Rule 59 — SALARIES AND ADDITIONAL COMPENSATION, and Rule 45 — PERFORMANCES.]

- (2) On-Call Understudies. On-Call Understudies may be hired on a standard contract utilizing the Tier salary and provisions outlined below.

- (a) Salary and Rehearsal.

- (i) Tier 6: Hire at no less than Tier 3 minimum salary. The Understudy may rehearse for up to four weeks a total of 34 hours per week. Thereafter the Understudy may rehearse 10 hours per week and view two performances per week.
- (ii) Tier 5: Hire at no less than Tier 2 minimum salary. The Understudy may rehearse for up to four weeks a total of 30 hours per week. Thereafter the Understudy may rehearse 10 hours per week and view two performances per week.

- (iii) Tiers 4 and 3: Hire at no less than Tier 1 minimum salary. The Understudy may rehearse for up to four weeks a total of 25 hours per week. Thereafter the Understudy may rehearse eight hours per week and view one performance per week.
- (iv) Tier 2: Hire at no less than Tier 1 minimum salary. The Understudy may rehearse for up to four weeks a total of 25 hours per week. Thereafter the Understudy may rehearse six hours per week and view one performance per week.
- (b) Additional Compensation. If an On-Call Understudy is hired to understudy additional roles, said On-Call Understudy shall be paid no less than an additional \$25.00 per week for the second role and no less than an additional \$35.00 per week for the third role. Under no circumstances may an On-Call Understudy cover more than a total of three roles.
- (c) Performance Pay. If the Understudy is required to perform, the Understudy shall be paid no less than a pro-rata performance rate based upon the minimum Tier salary for that production with a cap on the Understudy's total weekly salary equal to said minimum Tier salary.
- (d) MRE Not Available. It is understood that the provisions of Rule 36 — MORE REMUNERATIVE EMPLOYMENT shall not be available to Actors contracted as On-Call Understudies.
- (e) On Call. Understudies hired under these provisions are to be "on call" by telephone 45 minutes prior to the performance.
- (f) Replacement. If a role the On-Call Understudy has been understudying is vacated either through termination or through a leave of absence, the On-Call Understudy may either:
  - (i) Assume the role for two weeks without the hiring of an additional understudy; or
  - (ii) Assume the role for an extended period of time with a replacement understudy being hired.
- (G) Chorus Understudies. The name of any Chorus Understudy and the role understudied shall be listed in the program. This shall also apply when more than one Actor understudies the same role. [See also Rule 59(F)(4) — Chorus.]
- (H) Replacement of an Understudy. A nonprofessional understudy may replace an Understudy signed to an Equity contract if the Understudy terminates the contract. [See also Rule 55(A)(2) – Permanent Replacement.]

**RULE 71: VACATIONS.**

- (A) Eligibility and Computation.
  - (1) Not-For-Profit PACT Producer.
    - (a) Less Than 25 Weeks of Employment. During the term of this Agreement, in not-for-profit PACT Producer productions, the Producer's obligation of vacation pay shall be considered met upon payment of the media fee as provided in Rule 65(K) – New Media Payment unless the Actor has worked a minimum of 25

consecutive weeks for the Producer. The Actor's failure to complete an original run of fewer than eight weeks does not negate the necessity for payment of the media fee.

(b) 25 or More Weeks of Employment. Once the Actor has worked at least 25 consecutive weeks for the not-for-profit PACT Producer, the Actor shall be eligible for additional vacation pay.

(i) Such pay shall begin to accrue with the workweek containing the first paid public performance of the first production, if there is more than one production involved, at the weekly rate of 4% of the Actor's contractual salary, but in no case shall weekly vacation pay exceed 4% of the Tier 6 Stage Manager's minimum salary.

(ii) This vacation payment is in addition to the payment of the media fee.

(2) Commercial PACT Producer and Non-PACT Producer.

(a) In commercial PACT Producer productions and non-PACT Producer productions, the Actor shall be eligible to collect vacation pay if the Actor has worked a minimum of eight weeks, except in cases where the originally scheduled employment is for fewer than eight weeks, in which case the Actor will receive vacation pay unless the Actor terminates the contract.

(b) Vacation pay shall begin to accrue in the workweek containing the first paid public performance at the weekly rate of 4% of the Actor's contractual salary, but in no case shall weekly vacation pay exceed 4% of the Tier 6 Stage Manager's minimum salary.

(B) Notice of Vacation. At the end of each six months of employment, the Actor shall be entitled to take one week of vacation at the Actor's option. The Actor shall give the Producer five weeks' written notice of the date of the Actor's intended vacation. Said date shall be approved or not approved by the Producer in writing within one week of receipt of the Actor's notice.

(1) If the Actor chooses to take the vacation, the Actor shall be paid the Actor's accrued vacation pay along with the last regular salary payment prior to the vacation.

(2) If the Actor chooses not to take the vacation, the Actor shall be paid the Actor's accrued vacation pay as salary in addition to contractual salary.

(C) Termination. If the Actor is eligible for vacation pay when the Actor's contract terminates, the Actor shall receive all accrued, unpaid vacation pay. Said vacation pay shall be included in the final salary payment made to the Actor at the conclusion of the Actor's employment.

(D) Contributions and Deductions. The Producer shall make an 8% Pension contribution and Working Dues deduction on all vacation pay. A health contribution is required during a workweek in which an Actor receives time off, but is not required for vacation monies paid after an Actor's contract terminates.

## **RULE 72: VOLUNTARY CLASSES.**

(A) Prohibition. The Producer shall not require or request the Actor to attend so-called "voluntary" classes outside of scheduled rehearsal hours.

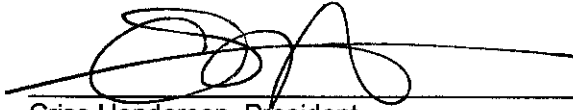
(B) Participation. The Actor may be required to participate in classes/workshops up to a maximum of eight hours per week during the rehearsal period. These hours shall be included as part of the

total workweek hours as stipulated within this Agreement. The Producer also agrees that all preparatory work for classes/workshops shall be included in the rehearsal workweek hours. It is the intent of this Rule that required classes/workshops shall be an integral part of the production in which the Actor has been engaged. There shall be no expense to the Actor for any such classes.

**DURATION**

This Agreement shall be effective from June 29, 2009 through June 26, 2011.

**SIGNING FOR THE PRODUCERS' ASSOCIATION OF CHICAGO AREA THEATRES:**

  
\_\_\_\_\_

Criss Henderson, President

6.28.09  
\_\_\_\_\_

Date

**SIGNING FOR ACTORS' EQUITY ASSOCIATION:**

  
\_\_\_\_\_

Kathryn V. Lankey, Central Regional Director

6/28/09  
\_\_\_\_\_

Date

**INDEPENDENT PRODUCER’S AGREEMENT**

The undersigned Producer agrees to accept and abide by all the terms and conditions of the foregoing Collective Bargaining Agreement between Actors' Equity Association and the Producers' Association of Chicago Area Theatres, acknowledges the receipt of a copy of this Agreement and full notice of all provisions, rules and regulations contained therein, and further agrees to be bound by any interim modifications and/or amendments to said Agreement which may become effective during its term.

\_\_\_\_\_, Producer

\_\_\_\_\_, Actors' Equity Association

\_\_\_\_\_ Date

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